

complaint

Mr F complains that Barclays Bank UK PLC debited his account with a series of card payments totalling £2,800 which he says he didn't make or otherwise authorise. £2,050 was refunded through the chargeback process, so the amount in dispute is now £750.

background

Between 29-30 September 2018, seventeen transactions were made from Mr F's account to an online gambling website - totalling £2,800. In January 2019 Barclays refunded the transactions through the chargeback process. The gambling website challenged £750 of the transactions and gave Barclays evidence that they felt showed Mr F had authorised the transactions.

At the time the transactions took place Mr F said he was on holiday. He told us he doesn't gamble online, though he does use the physical gambling shops owned by the same company. Mr F said he had his card with him and he hadn't shared his details with anyone else. He lives with his partner who was on holiday with him at the time of the disputed transactions.

Barclays initially refunded the £2,800 but later held Mr F liable for the £750 as they believe Mr F authorised the transactions. The gambling website provided evidence which showed the account was opened online. Mr F's details were used to open the account online including his name, address, date of birth, email address, mobile number and bank account details.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, my review of the evidence has led me to the same overall conclusions as the investigator previously set out and for much the same reasons.

Generally, Barclays can hold Mr F liable for the disputed transactions if the evidence suggests that it's more likely than not that he made or authorised them himself. Having reviewed the electronic evidence I'm satisfied that Mr B's genuine card details were used to make the disputed transactions. But according to the relevant regulations, this alone is insufficient to enable Barclays to hold him liable. So I need to consider whether I think the evidence shows it is more likely than not that he consented to the payments being made.

Having reviewed the evidence, I think it's reasonable for Tesco to conclude that Mr B authorised the transactions. This is because:

- The disputed transactions were made using Mr F's genuine card details, but Mr F said he had the card in his possession whilst he was on holiday abroad. Whilst I accept it's possible, I'm not persuaded it's the most likely explanation here that an unknown third party took Mr F's card, made the transactions, and then returned it to him without him noticing.
- I say this because it also seems unusual that an unknown third party would return the card after taking his details, then gamble using the card details when any winnings would have been returned to the card. So either the third party would have to risk taking the card again, presumably when Mr F returned to the UK, and somehow find out the

PIN to withdraw the winnings, or was happy to not get any benefit from their fraudulent activity. This seems unlikely. And suggests to me that the only person who could benefit from any returns on the gambling was Mr F.

- Further, the details used to set up the account including the email address and mobile number matches those belonging to Mr F. I find it unlikely that an unknown third party would have been able to access all of these details. It would also be unusual for an unknown third party to use all of Mr F's correct details as this would risk alerting Mr F to the fraudulent activity - messages would have likely been sent to confirm setting up the account or transactions taking place.
- Mr F said that he doesn't gamble online, only in a gambling shop. The gambling website the transactions were carried out on is the same company as a gambling shop Mr F visits quite often. Whilst this could be coincidental, I think it shows that these transactions wouldn't be out of character for Mr F even if they were online rather than in a gambling shop – particularly as he wouldn't have had access to the gambling shop whilst he was abroad.
- I have considered whether someone known to Mr F could have completed the transactions. Mr F told us the only person he was with on holiday was his wife and he's made no suggestion that she completed these transactions, nor is there any evidence to suggest she did.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 18 October 2019.

Katherine Jones
ombudsman