

complaint

Mr O complains that Barclays Bank PLC, trading as Barclaycard, won't refund four payments he made with his credit card in 2015.

background

Mr O made the payments to a company which says it provides binary options trading services. He complained to Barclaycard a few months later, saying he'd been a victim of fraud. He said the company had guaranteed he wouldn't lose money, it took money from his account and continued to trade without his agreement, and it wouldn't let him withdraw money from his account with it.

Barclaycard looked into the matter. It tried to get Mr O's money back, but the company sent it documents backing up its position. Barclaycard told Mr O it couldn't help, and said there was no evidence of a breach of contract or misrepresentation by the company. It accepted it hadn't dealt well with Mr O's complaint, so it paid him £50 for his inconvenience and refunded a £12 overlimit fee.

Our adjudicator agreed with Barclaycard and said she didn't think it should have to refund Mr O. She said Mr O would need to show the company had breached its contract with him or made a misrepresentation in order to get a refund under section 75 of the Consumer Credit Act 1974. She didn't think he'd done that, and said the terms and conditions of his contract with the company were on the company's website.

Mr O didn't accept that conclusion. He said he hadn't agreed to some of the payments the company had taken from his Barclaycard account, and the company had guaranteed he wouldn't lose any money. He also said that other credit card companies he'd used to pay the same company were doing more to help him.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've seen e-mails Mr O sent to the company confirming some of his payments. Those e-mails don't confirm all the payments, but one of them indicates Mr O understood he'd have to meet certain requirements before he could make a withdrawal. It also indicates he'd be making more payments to the company. In the circumstances, I think he agreed to the payments – so I don't think it would be fair for Barclaycard to refund them on the basis that they were unauthorised.

Under section 75, if Mr O has a claim for breach of contract or misrepresentation against the company he paid, he can also bring that claim against Barclaycard. While I have a lot of sympathy for Mr O in the circumstances, I share the adjudicator's view that he hasn't shown there's been a breach of contract or a misrepresentation here. So I'm not going to tell Barclaycard to refund him.

As the adjudicator pointed out, the company's terms and conditions are on its website. They explain how trading in binary options works and the risks involved. I haven't seen anything to show that Mr O didn't get what he paid for or that he didn't lose his money through legitimate trades.

I note what Mr O has said about other banks, but each bank will assess complaints on their individual merits. Looking at all the circumstances and available information here, I think Barclaycard has taken reasonable steps to try to help Mr O.

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 O to accept or reject my decision before 3 October 2016.

Janet Millington
ombudsman