

## complaint

Miss K complains that Barclays Bank UK PLC won't refund a number of transactions made out of her account that she says she didn't make.

## background

I sent Miss K and Barclays a provisional decision on 20 July 2021 to explain why I felt the offer Barclays had made to settle the complaint was fair. An extract from my provisional decision is set out below:

*"Miss K has sent us a considerable amount of detailed information and evidence about her relationship with her ex-partner, how it started and developed, his controlling behaviour and the violent abuse she suffered. I have great sympathy for the circumstances she found herself in and nothing in my decision should be taken as meaning I doubt her version of events about the abuse she suffered. But, based on the other evidence I have, I don't currently think Miss K's knowledge of and access to the account can have been as she described.*

*Generally, Barclays can hold Miss K liable for the disputed transactions if the evidence suggests it's more likely than not that she made them herself or authorised someone else to make them.*

*Barclays has sent us technical evidence showing the gambling transactions were carried out online using the details from two different debit cards attached to Miss K's account. And, from this, I'm satisfied Miss K's cards were used to make the transactions.*

*But the relevant regulations say that this, on its own, isn't enough to allow Barclays to hold Miss K liable. So I also need to think about whether the evidence suggests it's more likely than not that Miss K authorised the transactions being made with her card.*

*I've thought very carefully about this and I think it's a finely balanced matter in this case. But where the evidence available is unclear or inconclusive, I must make my decision on what I think is most likely to have happened, based on the evidence I do have.*

*Barclays has sent us evidence from some of the gambling companies, which shows the gambling accounts were set up with Miss K's correct name, address, date of birth and mobile phone number. One of the accounts was also set up using a photo of Miss K's driving license. And the evidence from the gambling companies also shows some of the transactions were made using the same IP address used to log-in to Miss K's mobile banking. But if Miss K's ex-partner was exercising the level of control over her she suggests, I think it would have been possible for him to have provided these details, and been logging into her online banking himself, without Miss K necessarily being aware of the transactions or authorising them.*

*However, the statements for Miss K's account show that, as the gambling transactions increase significantly in 2017, a number of credits are also received into the account from a third party. These credits help offset the gambling transactions coming out of the account and increase significantly as the gambling transactions increase significantly towards the end of 2017 and the start of 2018.*

*Miss K says these credits were from her grandmother, who would send her money to help cover her bills. But if Miss K didn't have access to either online or paper statements for the account and didn't know about the activity on the account, as she says, I can't see how she would know how much money her grandmother would need to send her to cover her bills or why the amounts her grandmother sent would increase so significantly as the gambling transactions also increased. So I think these credits from her grandmother suggest Miss K was at least aware of the balance of the account.*

*There are also a number of transactions made using the card during 2017 and 2018 to beauty salons and retailers selling women's clothes. I think it's likely these transactions were done by Miss K, rather than her ex-partner, and so they appear to contradict what Miss K has said about not being allowed to use the card.*

*There are a number of payments on Miss K's account, both to and from what appears to be another member of her family. And Miss K's salary is usually immediately transferred out of her account to a savings account in her name. These aren't the sort of transactions I'd expect to see on an account being controlled by someone else.*

*And one of the gambling companies has sent evidence that the account holder asked to be self-excluded, to prevent them carrying out any further gambling with that company. And this isn't the sort of thing I'd expect to see if the account holder was gambling using someone else's account and money.*

*So, based on this evidence, I don't think Miss K's knowledge of and access to the account was as she's described. I think it's likely she was at least aware of the balance of the account and the amount of gambling transactions being made from it. And as I think she was aware of the gambling transactions, and I've not been given another plausible explanation, I think it's more likely than not that Miss K authorised the gambling transactions on her account.*

*I therefore think Barclays has acted reasonably in holding Miss K liable for the gambling transactions, and I don't think it needs to refund them to her.*

*Given the number and value of gambling transactions on Miss K's account during 2017 and 2018, I've also considered whether Barclays should have done more to identify if there was a problem with compulsive spending or gambling and what difference this could have made.*

*While there were a large number of gambling transactions on the account, there don't appear to have been any other signs of financial difficulty during that time. The balance of the account didn't go significantly overdrawn or stay overdrawn for a significant period of time. And there were no failed direct debits, standing orders or other everyday bills out of the account. So I think it's reasonable Barclays didn't identify that there could be a problem with compulsive spending or gambling on the account and that it didn't offer any specialised gambling support.*

*I do think the number of transactions on the account in a short space of time on certain days, and the number of transfers in and out to multiple other accounts, was unusual enough that Barclays should have at least contacted Miss K to check she was aware of the transactions. And I can't see that Barclays ever did this. But, as I explained above, I think it's likely Miss K was aware of the transactions and did authorise them. So even if Barclays had got in touch with her, I don't think this would have made any difference to Miss K's situation as I think she would have said she was aware of the transactions. So I don't think it would be reasonable*

*to require Barclays to refund any of the transactions as a result of its failure to contact her here.*

*Barclays has accepted that Miss K was given incorrect information about the likely timescales for disputing transactions on her account and about her account being closed. I think this incorrect information, and Barclays failure to contact her about the unusual transactions on her account, will have caused Miss K distress and inconvenience. But, taking into account everything that's happened and the effect of these failings on Miss K, I think the £300 Barclays has offered is fair and reasonable compensation for this. I think this amount appropriately compensates Miss K for the distress and inconvenience these failings caused her and is in line with the range of awards our service makes for this kind of distress and inconvenience.*

*I appreciate how Miss K feels about this case, and I recognise that this decision is likely to come as a disappointment to her. But, overall, I don't think it would be fair and reasonable to require Barclays to refund the gambling transactions or pay a higher amount of compensation."*

I said I'd consider anything further Miss K and Barclays sent in following the provisional decision.

### **my findings**

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

Barclays didn't send anything further to be considered. Miss K replied saying she didn't agree with the provisional decision and that the fact she had reported the whole situation to the police had been missed.

As I said in my provisional decision, I have a great sympathy for the circumstances Miss K found herself in. She's sent us a considerable amount of detailed information and evidence about her relationship with her ex-partner, his controlling behaviour and the violent abuse she suffered. And nothing in my decision should be taken as meaning I doubt her version of events about the abuse she suffered.

Miss K has previously told us she reported the situation to the police. But the police told us no suspect was being charged due to insufficient evidence. And in any event, I can only look at the actions of Barclays, and whether I think it acted reasonably in holding Miss K liable for the gambling transactions.

I set out in my provisional decision why I felt Barclays had acted reasonably. And I still feel the conclusions I set out in my provisional decision are correct. So while I again recognise that this decision will come as a disappointment to Miss K, I don't think it would be fair and reasonable to require Barclays to refund the gambling transactions or pay a higher amount of compensation.

### **my final decision**

Barclays Bank UK PLC has already made an offer to pay £300 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Barclays Bank UK PLC should pay Miss K £300, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 10 October 2021.

Alan Millward  
**Ombudsman**