

complaint

Mr S complains that Barclays Bank Plc unfairly holds him liable for disputed online transactions made on his account.

background

The transactions that Mr S disputes were all made at an online gambling site, using the details of Mr S's debit card. The debit card was newly issued, and Mr S received it the day before these transactions began.

Most of the transactions were made as an uninterrupted series on one day, beginning shortly after midnight and ending around 08.45 that morning. The final disputed transaction took place around 19.00 on the following day.

Mr S says that he did not make the transactions and believes that someone working in one of the shops where he used the card must have taken the card details and used them to make the transactions. Barclays was unwilling to refund the transactions and so Mr S brought his complaint to this service.

An adjudicator investigated the complaint. She asked questions of Mr S and of Barclays, and also obtained technical evidence in connection with the transactions made on Mr S's account and some evidence from a third party online business. From the overall evidence, the adjudicator considered that Barclays was entitled to hold Mr S liable for the transactions and so she did not recommend that the complaint should succeed.

Mr S did not agree with the adjudicator's conclusions. He said that he would not have been making payments at those times of the day, and that he needed to get this money back as his financial situation was very difficult indeed. He asked for his complaint to be reviewed by an ombudsman, as he was entitled to do.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Barclays may hold Mr S liable for these transactions if he either made or authorised them, or if they were possible because he was sufficiently negligent in the care of his card or its details.

The disputed transactions in this case began almost immediately after Mr S had received his new debit card. I have carefully considered his view that someone in a shop must have taken a note of his card details and then used them to make these transactions at a gambling website.

But simply having the card details would not have been enough to enable an individual to make these transactions. Because an account first needs to be set up with the gambling website, and there are checks and verifications when that is done, whoever made these transactions must also have had wider personal and financial information about Mr S which could not have been gleaned from his debit card. So I consider it improbable that the disputed transactions were the result of Mr S's card details being compromised in a shop.

Around 45 minutes before the first of the disputed transactions was made using his card details, Mr S had made a payment to a different online gambling site. He has not disputed making that payment. There were also some other payments made to three other online gambling sites, before and between the disputed transactions. Mr S says he would also be disputing these transactions had they not already been refunded by the sites involved.

We have obtained information from one of the sites, which has told us that an account was set up using Mr S's card and personal details, including his bank account number.

I note that Mr S also received a credit payment into his bank account from this gambling site, representing a withdrawal from an account held with it.

Mr S made two balance enquiries on his account; one after the first series of disputed transactions had taken place and the second a day later, after the final disputed transaction had been made. Given the amounts involved, I consider that it would have been clear to Mr S from those balance enquiries that there had been significant drawings which all but cleared the substantial credit balance previously held in his account. Mr S did not take any action to contact Barclays until two days after the second balance enquiry, and he has provided no persuasive explanation for that.

In all the circumstances, I find that Barclays is entitled to hold Mr S liable for these transactions.

my final decision

In view of my findings, my final decision is that I do not uphold this complaint.

Jane Hingston
ombudsman