

Complaint

Mrs M complains that Barclays Bank UK Plc won't refund a number of online card payments that she says she neither made herself nor authorised anyone else to make.

Background

In October 2017 a number of online card payments were made from Mrs M's account with Barclays to two betting firms. Individual payments ranged from £5 to £20, and £150 was paid in total.

Mrs M says she didn't make the payments herself and hadn't authorised anyone else to make them either. She pointed out that she had been abroad for at least some of the time the payments were being made, and that she had her debit card with her. While she had allowed her card to be used for payments on her son's online gaming account, she hadn't given anyone wider permission to use her card or bank account.

Barclays said that the card details were used to make the payments, and its and the gambling firms' records show that Mrs M's IP address was used for the payments – indicating they were probably made from her home address by someone known to her. It said she hadn't properly protected her card details.

Mrs M wasn't happy with Barclays' response to her concerns and referred the matter to this service, where one of our investigators considered it. I summarise his findings below:

- One of the betting accounts had been opened at the end of September 2017; it wasn't in Mrs M's name and the email address and mobile phone didn't appear to be Mrs M's either.
- The name on the account is someone known to Mrs M, although she didn't explain the relationship. The investigator assumed it was a family member.
- Another account was opened with the same betting firm a few months later, using some of the same details. It appeared to the investigator that the same person had opened both accounts.
- Our investigator concluded that it wasn't Mrs M who had opened either account with the first betting firm.
- As far as the second betting firm is concerned, in some cases payments to it were matched by payments to Mrs M's bank account, apparently from her son, less than a minute later.
- There was also a payment from that firm – indicating winnings being paid.
- There were other transfers into Mrs M's account, and it was therefore not clear whether she'd suffered a loss at all.

The investigator concluded that Mrs M had given her card details to someone else and so it wouldn't be fair to require Barclays to refund them. The fact that there appeared to have been an effort to cover the payments by transfers into Mrs M's account made it difficult to

know if there had been a loss. In all the circumstances it wouldn't be fair to require the bank to refund the disputed payments.

Mrs M didn't accept the investigator's conclusions and asked that an ombudsman review them.

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, however, I've come to broadly the same conclusions as the investigator did and for some – but not all – of the same reasons.

Mrs M has explained – and I accept – that she had an arrangement with her son by which her card was used for payments to gaming sites. He would reimburse her, although it's not clear whether he would make the card payments with her permission or she would make payments when asked. Either way, that arrangement seems to have worked. But I think it's worth noting that such an arrangement – however it was set up – wouldn't have required the actual card to be present. Only the card details would have been needed, and the same would have applied to the online payments to the betting firms.

I agree with the investigator's conclusion that Mrs M probably didn't open the accounts with the betting firms herself. I think it's likely they were opened by a family member who had access to Mrs M's card details. I don't think it necessarily follows however that the person who opened those accounts had Mrs M's permission to use her card details; as I've said, they wouldn't have needed the card itself, and the card details could have been accessible to others in the household.

I do note however that at least some of the payments were covered by matching transfers into Mrs M's bank account. It's possible that all of them were – or that other arrangements were made with Mrs M. And it appears too that the person who was responsible for the payments made little effort to disguise the fact that they'd been using Mrs M's card, or that they'd opened the betting accounts.

I'm not persuaded that the person who made the payments did in fact have Mrs M's permission to use her card. But it does appear to me that Mrs M knows who it was, and that they made some efforts at least to reimburse her at the time. I'm afraid Mrs M hasn't really provided as much information about this as she might have done. And, as the investigator noted, it's not clear what loss she's suffered overall here. I agree with him that, taking all of this into consideration, it wouldn't be fair to require Barclays to reimburse Mrs M.

My final decision

My final decision is that I don't require Barclays Bank UK Plc to do anything further to resolve Mrs M's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 5 October 2019.

Michael Ingram
Ombudsman