

complaint

Mr N, represented by Miss N, complains that Barclays Bank Plc ("the bank") won't refund him for fraudulent transactions made on his account.

background

Mr N complains that between November and December 2013 a number of disputed transactions were made from his account using two cards. He says that he believes a person living in the same shared house as him was taking and replacing his cards.

The disputed transactions took place over a three-week period, at all times of the day and night with no obvious pattern, and were made up principally of payments to a betting service and ATM withdrawals. On each occasion that the chip and PIN card was used at an ATM the PIN was entered correctly.

Prior to the disputed transactions starting a large deposit was made into Mr N's account, which he says he made from funds taken from another account he held overseas.

During the time in which the disputed activity was taking place Mr N visited his bank branch and ordered a new card. This was sent to Mr N's genuine address, and once received it started to be used until 18 December when Mr N reported the unauthorised use to the bank.

By this point all of the funds in the account, which included significant winnings from the betting account, had been cleared although no negative balance was left.

Mr N complained to the bank that he'd been defrauded by his housemate, who'd had access to his room during the time concerned. In that time his cards, PIN, online banking, and telephone banking services had all been used, so this person must have had regular access throughout the period to all of the necessary information to allow this activity to have taken place.

The bank investigated and concluded that it didn't look like Mr N had been defrauded by a third party, but rather that he must have either made the transactions himself, or authorised them.

Mr N didn't agree and brought his complaint to this service.

Our adjudicator considered all of the evidence and advised Mr N that in order for his version of events to be true she would have to be satisfied that the third party had an in-depth knowledge of Mr N's account, including monies available; his online and telephone banking security information; as well as access to his card and PIN at all times of the day and night. She concluded that all of this was simply too unlikely to have happened that the only safe conclusion she could reach was that Mr N did know about, and made or authorised, the transactions.

On this basis she didn't uphold the complaint, and said that couldn't ask the bank to refund Mr N.

Mr N disagreed and sought referral to an ombudsman.

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, I'm satisfied with the conclusions reached by our adjudicator that Mr N's explanation of events seems very unlikely when considered alongside the possibility that he did know about or make the transactions.

I'm afraid I simply don't think it's feasible that a third party fraudster was able to conduct a fraud of this nature, given the sums, frequency, dates, and times involved without Mr N realising about it. Given all of the information available it seems much more likely that Mr N was involved to some extent in what was going on.

On this basis I can't ask the bank to issue Mr N with a refund, and I won't be upholding the complaint.

my final decision

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss N, on behalf of Mr N, to accept or reject my decision before 27 April 2015.

Ashley L B More
ombudsman