

complaint

Mr J complains that Barclays Bank UK plc is holding him liable for a series of gambling transactions that he says he neither made nor authorised.

background

Over the course of one day in August 2017 twenty-seven payments totalling £2,200 were made from Mr J's Barclays account. Each payment was made through Apple Pay, and Mr J's Apple Pay account was linked to his Barclays card.

Mr J says he wasn't responsible for the payments. He says he sold his mobile phone through Facebook shortly before the transactions but forgot to clear it of data before he did so. That meant that, once the buyer had access to the phone's access code (which Mr J provided), they also had access to his mobile banking app and Apple Pay accounts.

Barclays didn't accept Mr J's version of events. It contacted Sky Bet (to which the payments had been made), which said that Mr J already had an account with it. Use of the account required a range of personal details, including full name, address, date of birth, email address and mobile phone number. The bank refused to refund the payments.

Mr J referred the matter to this service, and one of our investigators considered it. He however came to the conclusion that it was unlikely that an unauthorised third party had made the payments. In addition to the points the bank had made, he noted that Mr J's mobile banking account had been used for several months after the disputed payments. Mr J had not changed his mobile banking details in the meantime, even though he had said that someone had access to them and had used them.

Mr J didn't accept the investigator's conclusions and asked that the case be reviewed by 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. I have however reached the same conclusions as the investigator did, and for broadly the same reasons.

Mr J's explanation for the payments to Sky Bet is that he sold his phone to someone without deleting even the most sensitive data. In effect, he says, he inadvertently provided the buyer with free access to his bank and other accounts. I think that's unlikely, and note that, when questioned, he was unable to provide any proof that he'd sold his phone at all. He says that evidence was lost when he wiped his Apple account.

I agree with Barclays that it's unusual that someone with access to Mr J's account would use that access for online gambling, since any winnings would be returned to Mr J's account; a fraudster couldn't profit from that use. Whilst I don't believe that's conclusive – people don't gamble solely in order to make a profit – it's something I need to take into account in assessing Mr J's credibility.

As the investigator pointed out, however, there were no changes to Mr J's access to his mobile banking app for some months. That means that he didn't feel the need to protect his accounts, even though (he says) someone else had access to them. Alternatively, someone else had access to his accounts but made no further attempts to profit from otherwise take

advantage of that access. I'm afraid both of those scenarios strike me as unlikely. I think it more likely that Mr J still had his phone when the payments were made and for some months later. I also think it more likely than not that Mr J made the disputed payments himself.

It follows that it wouldn't be fair to require Barclays to make any refund here.

my final decision

My final decision is that I don't require Barclays Bank UK plc to do anything further to resolve Mr J's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 15 September 2019.

Michael Ingram
ombudsman