

## **complaint**

Miss L complains that Barclays Bank UK PLC won't refund a number of payments taken from her account using her debit cards, which she says she didn't make or authorise.

## **background**

In November 2017 Miss L told Barclays that there were numerous transactions on her account that she didn't authorise, totalling almost £5,000. She only found out that the money was missing when she tried to take out cash for some Christmas shopping. Miss L also said that she'd had a number of things stolen from her and her email account had been hacked.

Barclays investigated and refunded almost £2,000, but held Miss L liable for the rest.

Our adjudicator didn't think this complaint should be upheld. He said that three different debit cards had been used to carry out the transactions during the time and he thought it was likely that Miss L had authorised the transactions.

Miss L disagreed. In summary, she said that she was very upset about the way she'd been treated. She said she didn't authorise any of the payments and didn't give anyone permission to use her personal details.

## **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 accept that Miss L will be disappointed but my review of the evidence has led me to the same overall conclusions as our adjudicator previously set out - and for much the same reasons.

### *relevant considerations*

The disputed transactions were all made between December 2016 and November 2017. The regulations relevant to these are the Payment Service Regulations 2009. In short, the regulations say that Barclays can hold Miss L liable for the disputed items if the evidence suggests that she most likely made or authorised them herself. So my primary concern is to come to a view about whether or not I think Miss L authorised the payments.

The disputed card payments were all made to online gambling accounts between December 2016 and November 2017. During this time, three different debit cards were used.

### *card ending \*4016*

This card was used between December 2016 and the end of February 2017, for some 102 transactions totalling £1,361.53. Barclays refunded this amount in full in December 2017 - whilst it looked into what had happened.

During its investigation, one of the gambling sites responded to Barclays to say that when an account in Miss L's name had been opened it had verified her date of birth, address, mobile number and payment method by carrying out an identity check with a credit reference agency. I'm satisfied that those details match details that Miss L had previously supplied to

Barclays, except for the mobile number. But I find that the number given does match the mobile number that Miss L used for mobile banking from 2015 until June 2017. So if Miss L didn't set this account up herself, I consider the person who did knew not only her personal information, but also her debit card details.

Based on this information, Barclays decided to hold Miss L liable for the £770 that was paid to this particular online site. It wrote to Miss L in February 2018 to say that it was going to re-debit this amount from her account.

Having carefully looked at all the evidence, I consider it more likely than not that Miss L had made or authorised the payments. I say this because the transactions don't look unusual in themselves. They're for similar amounts as previous gambling activity showing on Miss L's account from 2015 and from the same online gaming site.

The disputed activity doesn't look like it's unauthorised use of Miss L's online gambling account or the actions of a fraudster. And I think it's unlikely a fraudster, with access to Miss L's card details, would use these to gamble from her account with a gambling website. I say so because there isn't any way for a fraudster to benefit from these transactions – as the money would always return to Miss L. If a fraudster had her card details, it's far more likely they'd try to find a way to withdraw, and benefit themselves from, the money in as short a time as possible before being detected.

Taking everything into account, I'm not persuaded Barclays made a mistake by re-debiting the £770. The other £591.53 was left in her account. Miss L received £191.78 in credits from this site, so the difference is £578.22.

#### *card ending \*4024*

This card was used between March and October 2017, for 128 transactions totalling £2,365. Of this, Barclays has refunded £1,345.

The other £1,020 was paid to one site run by the same online gaming business, which had been used previously with the card ending \*4016. As I've explained, the details for the account match Miss L's personal details - so Barclays held Miss L liable for the £1,020. (She did receive credits totalling more than £300 from this site).

#### *card ending \* 4032*

Some 36 payments were made to one site using this card, totalling £1,080 (and a credit for more than £500 was received). When Barclays contacted this business, it was able to confirm Miss L's name, address, date of birth and email address and these matched Barclays' records. Again, although the mobile number didn't match the one Barclays held, it was the same number that Miss L had used to access mobile banking in 2017. She's also told us that this was definitely her number.

#### *other considerations*

Miss L's suggested that she wasn't aware of the gambling transactions going back to 2015 and has now disputed them, although she hasn't raised this with Barclays. She would need to do this before we could consider a related complaint.

Miss L's told us that she had a number of items stolen from her, including her phone, tablet, passport and birth certificate. She says she noticed that her passport was missing in November 2017. She reported this to the police. I've considered this carefully, but even if the person who took these things also took Miss L's card (which she said was still in her possession) it doesn't explain how they managed to get hold of the details for *three* different cards over a period of time.

I know Miss L will be disappointed but, after taking account of all the evidence, I find on balance, that she authorised the disputed payments. It follows that Barclays is entitled to hold her liable for them.

#### *customer service*

Miss L says that she first reported the problem on her account at the end of November 2017 but Barclays didn't log the complaint until some ten days later. It also promised to contact her a number of times, but failed to do so. This caused her unnecessary stress. Barclays accepted that its customer service wasn't satisfactory, and paid Miss L £100 in January 2018 for this. I consider this was fair and I don't require it to do any more.

#### **my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 22 November 2019.

Karen Wharton  
**ombudsman**