

## **complaint**

Mr B complains that Barclays Bank Plc will not refund disputed transactions made on his bank account.

## **background**

The disputed transactions were all made through an online gambling website with which Mr B had an existing account in his name. Mr B reported the transactions to Barclays, and they were initially refunded pending an investigation. When Barclays had finished its investigation, it concluded that Mr B was liable for the transactions and re-debited his account.

Mr B says that he did not make the transactions and that the re-debiting of this account made him overdrawn and caused him financial difficulty. An adjudicator investigated the complaint, obtaining further information and evidence from Mr B and from Barclays – including technical evidence about the transactions.

From the overall evidence, the adjudicator considered that Barclays was entitled to hold Mr B liable for the transactions and so did not recommend that the complaint should be upheld. Mr B did not agree and said, in summary:

- He is sorry if some of the information he provided earlier was not quite right or differed, but he has had so much information to deal with that he cannot easily remember what he has told us.
- He is telling the truth when he says that he only ever used his online gambling account to place small bets. The larger ones which the adjudicator has pointed out were actually made on behalf of friends from abroad who did not have online gambling accounts of their own. If they did not win, they would pay him the amount of the bets he had placed for them. He also bought electronic items on their behalf using other accounts, and has provided evidence of that.
- He did not report his card missing because he was not sure, at that point, that it had actually been lost or stolen. He could not find it, but that was not reason enough (as he understood it) to report the card missing to Barclays. Anyway, the card turned up later.
- He has some suspicions that a person who stayed over at his home may have hacked into his account. But he also has a virus on his computer that steals passwords and other information – so it could have been that which caused the transactions. He cannot explain any of these things further.
- He accepts that it is not, on the face of it, beneficial to a hacker to place bets which – if they won – would pay into his bank account. They could not have got the money out. But perhaps they did it simply for malicious reasons, or from some other motive.
- Barclays should have had better security in place to protect him.
- Under the regulations, Barclays cannot refuse a refund just because his debit card details and personal identification number (“PIN”) were used to make the transactions. They must prove he did it.

### **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 B liable for the disputed transaction if he either made or authorised them, or – where the transactions were made from money in his account, rather than from an overdraft facility – if they were made possible because he was sufficiently negligent in his care of his card or security details.

I have very carefully considered Mr B's explanation about his usage of the online gambling account, including placing large bets for third parties – and about the apparent lack of security around his account and computer. I have not found these representations persuasive in terms of supporting his case.

I am also unable to accept Mr B's explanation of why he did not consider it necessary in this case to report his card when it went missing. Whether or not he was sure it was stolen or lost forever, the fact is that he could not find it. He knew that it was missing, but Barclays did not – because he had not told it. So Barclays could not use its security procedures to protect Mr B by stopping the card and thereby preventing anyone from using its details to make transactions.

I consider that Mr B has been inconsistent in some of the things he has told us, and I have not found his representations to be persuasive overall. I am satisfied that Barclays has provided sufficient evidence to demonstrate that it may hold Mr B liable for these transactions.

### **my final decision**

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

Jane Hingston  
**ombudsman**