

complaint

Miss S complains that Barclays Bank UK plc won't refund a large number of payments made to online gambling businesses. She says she neither made them herself nor authorised anyone else to make them.

background

Miss S is disputing around 400 payments made to three gambling businesses between June 2017 and March 2018. She calculates that they total around £110,000. She raised the payments with Barclays in a series of enquiries. Whilst the bank dealt with them as and when Miss S got in touch, this service has considered them as a single complaint.

Having investigated what happened, Barclays wasn't ultimately persuaded that Miss S had been defrauded. On balance, it thought it more likely that she had in fact carried out the transactions herself. It had initially refunded a series of payments amounting to just over £8,000, but after further investigation reversed that decision. And the bank also paid Miss S £100 in recognition of its delay in looking into one series of payments. It took the decision to close Miss S's accounts.

Miss S didn't think she'd been treated fairly and referred her complaint to this service. One of our adjudicators considered it and sent Miss S his preliminary assessment. He thought, on balance, that Miss S had made the transactions herself and so didn't recommend that Barclays refund them. Miss S didn't accept his view, however, and asked that an ombudsman review the case.

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 reached the same overall conclusion as the adjudicator did, and for similar reasons.

As the adjudicator identified, the payments that Miss S is disputing were made using her card details, but not necessarily the physical card itself. It is, he noted, quite possible for people other than the cardholder to obtain and use information from it (including the card number, expiry date and CVV number) without ever being in possession of the card. So, in order to establish whether the payments had been made by someone else (using Miss S's card details) he rightly considered the wider background.

The adjudicator identified that Miss S hadn't always been consistent in what she'd said about what had happened. She told the adjudicator, for example, that she had only ever used a gambling website once – a site that doesn't feature in this complaint. But she told the bank that she had used one of the sites that is part of this complaint. There were similar inconsistencies in what she told Barclays.

Miss S uses internet banking. The IP address that Miss S generally uses to access her Barclays accounts matches that used to access at least one of the gambling sites. Whilst that's not conclusive evidence (it's possible to hide or disguise an IP address), it's a further piece of evidence that links Miss S to the gambling transactions.

Many of the gambling transactions were made at around the same time that money was transferred from Miss S's savings account to her current account. In my view that, in itself, may be an indication that she was expecting payments to be made from her current account.

But it's also the case that such transfers could only be made by someone who was able to use online banking to access Miss S's accounts. That needed the use of the bank's PINsentry system, which in turn required the genuine card to be used in a card reader with the correct PIN. There's no rational explanation of how someone else could have had possession of Miss S's card and knowledge of her PIN, still less how they could have used the card without her knowledge.

Miss S checked her account fairly regularly. It would be surprising then if she didn't notice the payments being made over such a long period of time. I note too that significant sums were credited to Miss S's account from one of the gambling businesses. There would be no reason for that to happen unless she had an account with that business, and I note that she hasn't suggested that money was paid to her in error.

Barclays and the adjudicator also obtained information from the gambling businesses. All three confirmed that Miss S held accounts with them, identified by name, date of birth and email address – all of which matched the bank's records. One said that Miss S had self-excluded (meaning she couldn't use the account) for five years from January 2018.

In my view, there's a wealth of evidence to show that Miss S made the payments that she's now disputing. It follows that it wouldn't be fair to require Barclays to refund them.

my final decision

My final decision is that I don't require Barclays Bank UK plc to take any further steps to resolve Miss S's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 17 November 2019.

Michael Ingram
ombudsman