

complaint

Mr N complains that Barclays Bank PLC will not refund a series of disputed transactions on his account, and did not deal correctly with his complaint.

background

Mr N agrees that he used his debit card to make a transaction at a bookmakers. He says he did this on behalf of his friend, not for himself, as he is very much against gambling.

Mr N says that he then left his friend at the bookmakers, returning some time later. When he got back to the bookmakers, he made a further undisputed transaction with his card, which he says was to get cash.

Mr N says that, when he checked his account online the next day, he saw that a series of transactions had been made at the bookmakers during his absence. He says that he did not make or authorise these transactions. He also says that he has since been told by the bookmakers that there was a malfunction with their system.

A complaint was raised with Barclays about the disputed transactions. Mr N says that Barclays did not deal with his complaint in the correct department, and that he was given inaccurate information. Barclays did not accept that the transactions were unauthorised and so was not willing to refund them.

As matters were not settled, Mr N brought his complaint to this service where an adjudicator investigated it. From the evidence, the adjudicator was not persuaded that the disputed transactions were made without Mr N's authority. Because of that, the adjudicator did not recommend that the complaint should succeed.

Mr N did not agree with the adjudicator. He wrote with further representations, including more details about his dealings with the friend for whom he said he had placed bets in the past and also about his sources of income.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I am aware of, and familiar with, the material that Mr N has cited concerning payment rules and the position regarding disputed transactions. I have taken account of that in my review of his complaint.

Mr N considers that Barclays may not hold him liable for the disputed transactions unless it can provide conclusive evidence that he authorised them. He also says – and I agree – that Barclays may not (under the relevant payment rules) rely solely on the evidence that Mr N's card and its PIN were used. But I am satisfied that Barclays has given Mr N additional reasons why it considers that he is liable for the transactions – it does not simply rely on the card and PIN being used.

I note that, in the months running up to the disputed transactions, there were several series of betting transactions on Mr N's account. In some cases, these use up almost all the available money in the account. Mr N says that he made these betting payments for the same friend for whom he made the initial, undisputed transaction at the bookmakers in October 2014.

Mr N has told us that he does not gamble as he has religious objections to it – but that these do not prevent him from making bets for his friend. He says that the winnings that go into his account from these bets are by way of being repayment by his friend, and that is why they are never drawn out.

Mr N says that, although he has made numerous series of betting transactions for his friend in the past, the disputed series of transactions was not authorised by him – because he had by then put his foot down and told his friend that he would only make one transaction for him. Mr N says he then left, taking his card with him. He also says he memorised his PIN and never disclosed it or wrote it down.

However, the audit trails we have seen show that Mr N's card and its associated PIN were used to make the disputed transactions at the bookmakers. Mr N suggests that these must all have been void transactions that the bookmakers then omitted to return to his account. But I have seen no persuasive evidence of that – so far as I can see, they are ordinary card transactions that went through normally.

Mr N also says it can't have been he who made the transactions as he was using his card to make a balance enquiry at a cash point some two minutes before one of the transactions in the bookmakers, which he considers physically impossible. But that would depend on the proximity of the cash machine to the bookmakers and I do not accept this as compelling evidence that Mr N did not authorise the disputed transactions.

After careful consideration, I find that the overall evidence is sufficient to show on a balance of probabilities that Mr N either made or authorised the disputed transactions. It follows that I consider Barclays is entitled to hold him liable for them.

Mr N has also complained about the way Barclays handled his complaint, including that he received communications from two different departments. Barclays gave Mr N its final response on his complaint and was not obliged to continue to investigate his complaint, or to respond to his further arguments on the same matter, after that. It chose to respond after Mr N wrote again, but I do not see that this disadvantaged Mr N. Overall, I do not consider that Barclays mishandled the complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N to accept or reject my decision before 13 July 2015.

Jane Hingston
ombudsman