

The complaint

Mr I complains that Barclays Bank UK PLC, trading as Barclaycard, won't refund a number of transactions on his account which he says he didn't make.

What happened

In September and October 2021, two payments were made out of Mr I's Barclaycard account to an online learning company – but Mr I says he didn't make the payments. Mr I says he noticed the payments when he received his monthly statement, and so reported them to Barclaycard as fraud and asked it to refund the money he had lost.

Barclaycard investigated but didn't agree to refund the payments. It said the payments were made using Mr I's card details but Mr I still had the card in his possession. And it said the information it received from the online learning company suggested Mr I had signed up for a course with them. Mr I wasn't satisfied with Barclaycard's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They said they couldn't see how anyone else could've obtained Mr I's card details, so they thought it was likely Mr I had consented to the payments. And so they didn't think Barclaycard should have to refund them. Mr I disagreed with our investigator, so the complaint has been passed to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Generally, a business can hold a customer liable for disputed transactions on their account if the evidence suggests it's more likely than not that the customer authorised the payments – for example, by making them themselves or telling someone else they could make them.

Deciding whether a customer has authorised payments is a two-part test. Firstly the payments must be authenticated, and secondly, the customer must have consented to the payments being made.

Barclaycard has sent us evidence which shows that both payments were made using Mr I's card details. This means the payments were correctly authenticated, and so I must also think about whether the evidence suggests it's more likely than not that Mr I consented to the withdrawals.

I've thought very carefully about this and I think it's a finely balanced matter in this case. But where the evidence available is unclear or inconclusive, I must make my decision on what I think is likely to have happened, based on the evidence I do have.

Mr I says he didn't make the payments and has never had any contact with the online learning company. He also told Barclaycard he hadn't given his card to anyone else to use. And statements for his account show genuine payments were made with his card shortly

after the disputed payments, which means he had the card in his possession afterwards. But, if that is the case, someone else would have needed to take his card, use it to make the payments and then return the card to him – all without him noticing. And I think this is unlikely.

The information Barclaycard received from the online learning company also shows the course that was purchased with Mr I's card details was signed up for in his name, and using his correct address and an email address he's said belongs to him. And I think it's unlikely someone other than Mr I would sign up for an online learning course using his name and contact details.

The nature of these payments is also not the sort of thing I'd typically expect an opportunistic thief to do after gaining access to someone's account. Generally, the way fraudsters operate is to get as much money as quickly as possible in order to avoid the source of the money being cut-off or them being detected. But here, only two payments are made, Mr I's full available balance in his account isn't used up and no other payments are attempted before Mr I reports the fraud to Barclaycard. So I don't think it's likely these payments were done by an opportunistic thief.

I appreciate how Mr I feels about this case, but I'm afraid the evidence isn't in his favour. I don't think the evidence suggests the payments were made by an unknown third-party. And, based on the evidence I have and in the absence of any other likely explanation, I think it's likely he consented to the payments – either by making them himself or by allowing someone else to make them.

Mr I has mentioned that a court case the online learning company brought against him for not making further payments for the course was dismissed. But I don't think the company not evidencing that he needed to make further payments necessarily means he didn't authorise the payments that were made. So this doesn't change my decision about the complaint.

And so I don't think Barclaycard has acted unreasonably in holding Mr I responsible for the payments made out of his account, or that it needs to refund the payments to him.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 3 November 2023.

Alan Millward

Ombudsman