

complaint

Mr M complains about the way in which Barclays Bank Plc has dealt with transactions on his account that he says he neither made nor authorised.

He's unhappy that his account has been credited and re-debited on multiple occasions, causing confusion and, Mr M says, leaving him still out of pocket. He wants that corrected and compensation for how the bank has dealt with him.

background

Mr M was away on holiday between 9 and 24 September 2016. When he returned, he noticed two unusual transactions on his account. These transactions were for £96 and £94, payments to a gambling website.

As Mr M had no knowledge of these transactions, and was also concerned his account had gone overdrawn, he visited a branch to dispute them. While in the branch, a member of staff told Mr M that he needed to call Barclays using the branch phone. But, when he called, Mr M was questioned as to why he was calling when he was already in the branch. He was told that the branch should deal with his concerns.

Mr M had to wait over two hours to speak to someone about the two transactions. It was then agreed the two transactions would be credited back to his account. His card was cancelled and a new one was ordered and Mr M was told that these transactions would be investigated as potentially fraudulent. Mr M says he was also promised a call back from the branch manager about the service he'd received.

Mr M heard nothing more until January 2017, when the two disputed transactions totalling £190 were re-debited from his account. This took his account overdrawn and Mr M wasn't happy about this. He also complained that he still hadn't heard from the branch manager.

After some time on the phone, Barclays credited Mr M's account with £190 on 23 January 2017, bringing the account back into credit. Barclays then paid £190 compensation into Mr M's account. Despite assurances from that his account wouldn't be re-debited again, there were further debits and credits from Mr M's account, causing confusion.

Mr M was offered £200 as further compensation which he didn't initially accept but asked this Service to consider his complaint. Mr M still felt he was still out of pocket and has concerns that this has affected his credit file. Mr M also says he still hadn't received the promised call back from the branch manager.

Our adjudicator considered Mr M's complaint and they discussed this at length. The adjudicator's initial thoughts were that Barclays' offer was fair. However, while he reviewed the complaint, as Mr M was left with no money in his account at one point, arrangements were made for the £200 previously offered to be credited to his account.

Having reviewed the complaint, the adjudicator explained to Mr M that he wasn't out of pocket as a result of the multiple debits and credits to the account. The adjudicator showed this by clearly setting them out in writing for Mr M, including refunds made to the account directly by the online gambling company. And he said, overall, the compensation totalling £390 paid to Mr M was more than he might have recommended in all the circumstances.

Mr M remained unhappy and asked for an ombudsman to consider his complaint.

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'm sorry to say that Mr M will be disappointed as I've come to the same conclusions as the adjudicator.

The two disputed transactions of £96 and £94 were debited from Mr M's account on 2 November 2016. Mr M raised a fraud claim and his account was re-credited the following day while Barclays investigated the disputed transactions. On 8 November, Mr M received a credit from the gambling site for £190 marked "refund".

At this point, Mr M had been refunded twice. So, on 20 January 2017, Mr M's account was debited with the £190 refund Barclays had credited to his account on 3 November 2016. This now left the account in the position it would have been had the two disputed transactions not debited at all.

However, there were then a series of debits and re-credits which caused unnecessary upset and confusion to Mr M. So I can understand why Mr M feels that he may be out of pocket. But I've reviewed the debits and credits relating to the disputed transactions and I'm satisfied that Mr M is not out of pocket. And, Mr M received compensation of £190 on 25 January 2017, along with a further £200 compensation on 17 February 2017.

I've taken into account all that Mr M has said about Barclays' handling of the situation. But Barclays has confirmed that no adverse information has been reported on Mr M's credit file. I accept that not receiving a call from the branch manager will have been frustrating and annoying to Mr M. And it's clear from what I've seen that the service provided by Barclays to Mr M has fallen short of what might reasonably be expected.

I recognise that it's disappointing to believe you've been told one thing will happen and that turns out not to be so.

But, overall, Barclays has paid a total of £390 compensation which I feel is fair and reasonable in the circumstances of this complaint, taking into account all that Mr M has said about the impact on him of all the bank's actions complained about. So I'm afraid that I'm not asking Barclays to pay anything 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 Mr M to accept or reject my decision before 16 June 2017.

Ray Neighbour
ombudsman