

complaint

Ms K says National Westminster Bank Plc is wrong to hold her responsible for the debt on a credit card account in her name.

background

Ms K says she knew nothing about the account. She has a current account with the bank and thought she was signing for a replacement debit card, instead of opening a credit card account.

Our adjudicator concluded the bank had not acted wrongly. She noted the bank's evidence that Ms K's existing debit card continued to be used after Ms K said she had received the replacement. She noted that £300 cash had been deposited into Ms K's current account at the same time and in the same place as £300 had been withdrawn from the credit card account. She also noted that purchases made using the credit card had been delivered to Ms K's address, apparently for her daughter.

In the light of these points, the adjudicator did not think she could conclude the bank was acting unreasonably by holding Ms K responsible for the debt on the credit card account.

Ms K disagreed and, via her representatives, she asked for this review of her complaint by an ombudsman. She continued to say she did not realise she was signing for a new credit card account. Even if she continued to use her existing debit card, she insists that what she signed was, she thought, in connection with a replacement debit card. And the bank had failed to show she – as distinct from any third party – had authorised the purchases made using the credit card.

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 sorry to disappoint Ms K but I think the adjudicator reached the right conclusions in this case. Ms K disclaims all knowledge of the credit card account until the bank pursued her for payment. But the evidence makes this claim difficult to accept. The card and PIN were sent to Ms K's address, as were monthly statements. I have also seen no convincing explanation of the £300 withdrawal and the simultaneous £300 deposit.

I am afraid there are also significant inconsistencies in Ms K's version of events. She said the bank sent her a replacement debit card shortly after she signed for the credit card account, which is not the case. And she originally said the bank told her the debit card had expired, whereas latterly she has claimed the card was malfunctioning. Inevitably these inconsistencies damage Ms K's credibility.

The conclusions to which the evidence leads me are that Ms K knew she was applying for a credit card and that she either made the disputed transactions herself or authorised others to make them.

my final decision

I do not think the bank has acted wrongly in this case.

Roger Yeomans
ombudsman