

complaint

Mr D complains that Barclays Bank Plc will not refund to him a number of cash machine and card transactions which he says he did not make or authorise.

background

Mr D complained to Barclays that he had not made a number of cash machine withdrawals over a period of a few consecutive days. The bank cancelled his card and sent him a new one. He received this card. But the following month he told the bank he had not made or authorised a number of card transactions to a bookmakers.

The bank investigated the two series of transactions that Mr D said he didn't make or authorise. It said the cash machine withdrawals were made using the card and PIN issued to Mr D. It also made enquiries of the bookmakers, which said it had an account with Mr D's personal details including his address and date of birth. Winnings had been collected in a branch of the bookmakers, which required photo identification. The bookmaker transactions had been flagged under Barclays' fraud procedures. But this block was lifted following security checks. The bank said it wouldn't refund the disputed cash machine withdrawals and card transactions. Mr D complained to this service.

Our adjudicator did not uphold the complaint. She found the cash withdrawals were made with the original card and PIN issued to Mr D. The bookmaker account had been opened before the disputed transactions. The person who withdrew the winnings would have needed the debit card and photo identification. Overall the adjudicator said she couldn't conclude the bank should refund the disputed transactions. Mr D didn't agree. He said his only photo identification was his passport and only he had access to it.

my findings

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

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

cash machine withdrawals

I have looked at the bank's records for the disputed cash machine withdrawals. I am satisfied these show the transactions were made using the same card that was used for transactions around that time that Mr D didn't dispute. The imbedded 'chip' was read each time, and the correct PIN was entered.

Mr D says he kept his card in his pocket. He still had his card after the disputed cash withdrawals had been made. And from the evidence he has provided, it is not clear to me there was an opportunity for someone to take his card, make the disputed transactions and replace it again.

I have considered all the evidence. I don't consider I can fairly conclude that the disputed cash machine withdrawals were made without Mr D's authority or knowledge. So I can't fairly require Barclays to refund the disputed amount.

card payments

Mr D agrees he received the replacement card the bank sent to him after the first series of disputed transactions. But he says he didn't make or authorise the transactions to the bookmakers. Indeed he didn't gamble at all.

I have seen the evidence given by the bookmakers to the bank that it opened an account for a person with Mr D's name, address and date of birth. Where a customer makes bets using a debit card, the bookmakers will ask for both the debit card and photo identification before it will allow the customer to collect the winnings in person. For this customer's account it says winnings were collected in person twice. So I consider the evidence suggests the bookmakers would have asked for both the card and photo identification.

Mr D says he held the card. He also says no-one else had access to his card or his passport, which is his only photo identification. But again I am satisfied that his card details were used to make the card transactions. And the bank needed to ask his security questions to allow further spending after the initial bookmaker transactions were flagged under its security procedures. I have accepted the card had to be presented to the bookmakers to collect the winnings.

In the overall circumstances, I do not consider I can properly conclude that the disputed card payments were made without Mr D's authority or knowledge. So this means it would not be fair for me to require Barclays to refund them to him.

ISA account

I am aware Mr D has made a complaint about his ISA account. We have set up a separate complaint about this, and will deal with it separately. So I don't make any findings on it here.

my final decision

My decision is that I do not uphold this complaint.

Amanda Maycock
ombudsman