

complaint

Mr K complains about a disputed transaction on his Barclays Bank Plc current account that he says he didn't make or authorise.

background

In September 2013 Mr K opened a current account with Barclays, depositing £9,000 in cash. The money had, a week earlier, been paid in to Mr K's existing current account with a different provider and consisted, Mr K said, of existing savings and wedding gifts.

Barclays sent Mr K a debit card for the account the same day it was opened. A PIN for the card was sent the following day. Both were sent to Mr K's address which he shares with his wife and other members of his family.

Six days later, £9,000 was withdrawn from Mr K's account over the counter, from a local Barclays branch. Barclays says that the genuine card and correct PIN was used (with no incorrect PIN attempts), and with a signature that bore a strong resemblance to the signature mandate held on file. Barclays also says that due to the amount being withdrawn, five additional security questions were successfully answered before the withdrawal was allowed.

At the end of September/early October Mr K went into the original branch to transfer money from his current account into the joint Barclays savings account he had opened with his wife some six months earlier. It was at this point Mr K says he became aware of the £9,000 withdrawal, and that the balance of the account was now zero.

A fraud investigation commenced by Barclays and Mr K was initially told that a full refund would be provided. Later the same day however, he was told this was wrong and that he would be held fully liable for the transaction. Mr K disputed this, and raised a complaint. When Barclays failed to issue its final response to the matter within eight weeks, Mr K brought his complaint to this service.

The adjudicator who investigated Mr K's complaint didn't recommend that it should be upheld. In summary, this was because:

- He was satisfied the genuine card and correct PIN had been used to carry out the withdrawal. And that the card and PIN had been sent to the correct address on consecutive days. It was unlikely that both had been intercepted by an unknown third party.
- The signature on the withdrawal slip *wasn't* a particularly good match to that held on Barclays' signature mandate. But five additional security questions were answered successfully. Again, it was unlikely an unknown third party would have been able to do this. No calls had been made between Barclays or Mr K since the account was opened where potentially, such security information could have been gathered.
- There had been no attempts to use the card at cash machines before the branch withdrawal was made. This was unusual behaviour for a fraudster, as there was a much higher risk of being challenged in a branch. No balance checks were carried out prior to the withdrawal either – suggesting whoever took the money out had knowledge of the account's balance.

Taking all of this into consideration, the adjudicator wasn't satisfied that he could reasonably ask Barclays to refund the money. Barclays had offered £100 in recognition of the time it had taken to handle the complaint, which the adjudicator thought Mr K should accept.

Mr K didn't agree with the adjudicator's view, for much the same reasons he had previously given Barclays. Mr K reiterated that he hadn't received the card or PIN, and that he knew nothing about the withdrawal.

Mr K also said that Barclays had originally told him that different security questions (to what it had told this Service) had been asked and answered – and that it considered the signatures to be a good match. Mr K felt that this pointed to an inadequate investigation with conflicting information, and asked for his complaint to be referred to an ombudsman.

my findings

I have considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of the complaint. And having done so, I have come to the same conclusions as the adjudicator, for broadly the same reasons.

I'm satisfied Barclays took appropriate precautions before it released the money. I tend to agree with the adjudicator that the signature on the withdrawal slip *isn't* a *particularly* good match for that held on the mandate. But it *isn't* so far removed that Barclays ought, in my opinion, to have acted differently. It's also a fairly close match to the signatures Mr K provided when opening both his savings and current accounts with Barclays.

In any event, Barclays didn't rely on the signature alone. It has provided evidence that the genuine card and correct PIN were used to carry out the transaction, although I know that Mr K disputes receiving these items. But they were sent separately, on different days, to Mr K's home address (which has an individual, rather than communal letterbox). Bearing all this in mind, I think it unlikely at best that an unconnected third party would have been able to successfully intercept them.

Mr K has, at no point, suggested that anyone living in the same house would have taken them. And even if his card *had* been intercepted – either by a ‘stranger’ or by a family member – it doesn’t explain how the person would have known how much money was in the account, in order to successfully withdraw the full balance at the first attempt. Or why they would have risked such a withdrawal face to face in a branch.

In fact, this risk was realised as Barclays’ records show that it took the additional precaution of asking a number of different security questions before authorising the withdrawal; questions that were answered successfully. Given that this information was personal to Mr K alone, I don’t think it makes a difference that Mr K may have initially been incorrectly told by Barclays that different questions were asked to those documented in its records.

In light of all I have said, on balance, I find it more likely than not that Mr K carried out the withdrawal himself or authorised someone else to do so. In the circumstances, I’m not persuaded there is another reasonable explanation as to how the withdrawal could have taken place. It follows that I cannot properly require the bank to reimburse Mr K.

Barclays has offered to pay Mr K £100 in recognition that it didn’t, overall, handle his complaint particularly well. In the circumstances, I’m satisfied that this is a fair and reasonable offer and don’t require Barclays to do anything further.

my decision

My final decision is that I do not uphold Mr K’s complaint. I simply leave it to Mr K to decide whether, on reflection, he now wishes to accept Barclays Bank Plc’s offer of £100 in settlement of it.

Katherine Wells
ombudsman