

## **complaint**

Miss A complains that Barclays Bank Plc has held her liable for transactions on her account that she disputes making or authorising herself. She was also unhappy that Barclays decided to close her account.

## **background**

In February 2013, Barclays received notification that Miss A's account received a fraudulent credit. A block was applied to the account pending further investigation.

Barclays' records show that two days later, Miss A told it that she did not recognise the fraudulent funds, however three days after that, it records that she attended a branch and stated that the funds were hers. On the same day, Barclays issued its notice of intention to close both of her accounts. In late February 2013, Miss A withdrew the remaining funds.

Later, Miss A disputed some debit card transactions which she said her mother carried out. The value of the those transactions were refunded back to her through her partner's account but she then also disputed online transfers to her mother's account made between December 2011 and November 2012. Miss A informed Barclays that she never set up online banking and her mother controlled all post and had access to her personal banking details. Barclays did not refund the value of those transactions.

Our adjudicator explained that to be able to recommend the bank refund these transactions, she would need to be satisfied that Miss A neither made the transactions herself, nor authorised another person to make them on her behalf, nor acted without reasonable care for her card, PIN and personal banking details.

The adjudicator also explained that Barclays was entitled to withdraw its banking facilities without an explanation. And it did provide notice of its intention to do so, giving Miss A time to make alternative banking arrangements elsewhere. The adjudicator could therefore not see grounds on which to say that Barclays did not exercise its commercial judgement legitimately in closing the account.

As regards to the disputed transactions, the adjudicator was satisfied that Barclays was entitled to hold Miss A liable for them. She had regard for what Miss A had said about her mother having access to her online banking details and how she had transferred funds from her account without her knowledge or permission. Miss A says she only found out about the transfers when she moved out of the home she shared with her mother and noticed the transfers in her bank statements.

She also had regard for what Miss A had said about various aspects of her personal circumstances, and how her mother might have been able to carry out the transactions without Miss A's knowledge or permission, although these personal circumstances appear never to have been reported to Barclays. Therefore, Barclays had never been able put safeguards in place or come to an alternative arrangement so as to protect Miss A's financial affairs.

Barclays' records also showed that Miss A's online banking registration had been active since August 2008; and all correspondence relating to the registration would have been sent to Miss A's registered address, for her attention. Further, there is no record of Miss A telling Barclays that she was never in receipt of any correspondence.

The adjudicator was not persuaded that Miss A could not have found a way of contacting Barclays and she also found that Miss A regularly received funds from her mother into her account. The adjudicator had also found that Miss A had not disputed any of the transfers to, or credits from, her mother prior to November 2011. Finally, as Miss A had resided with her mother during the time of the disputed transfers, it seemed difficult for the adjudicator to say that Miss A did not indirectly benefit from the disputed funds.

Overall, the adjudicator did not recommend that the bank refund the value of the disputed transactions. She was not persuaded that Miss A had kept her personal banking details secure; or had properly informed Barclays of her circumstances and vulnerability.

Miss A has asked that her complaint be reviewed by an ombudsman. She has submitted no further evidence or arguments but has re-submitted the list of disputed transactions which now includes payments to various retailers which have never been disputed before.

### **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 evidence is incomplete, inconclusive, or contradictory, I have to reach a decision on the balance of probabilities; that is, what I consider is most likely to have happened, given the evidence that is available and the wider surrounding circumstances.

I have taken into account all that Miss A has said about various aspects of her personal circumstances and how they have impacted on her ability to run her account and carry out her responsibilities in respect of it. And I am sorry to hear about the difficulties she has faced.

I have also taken into account all that Miss A has said about the manner in which the account has been run over time; the wider personal circumstances of Miss A while she has had the account; the nature of Miss A's dealings with the bank over time and in particular in relation to her raising the issue of disputed transactions with the bank; and the nature of the disputed transactions themselves.

And I have found the recollections of Miss A to be inconsistent and, I am afraid, to be presented in a manner that I find difficult to accept as sufficiently reliable in order for me to say that the bank should fairly and reasonably be required to refund the value of the transactions to her.

I should be clear that I am not asserting that Miss A has been untruthful with what she has said. But, in order to ask the bank to make a refund to Miss A, I would have to reach a conclusion, based on what Miss A has said about what has gone on, that she has been a victim of fraud and not made or authorised the transactions herself; and not been grossly negligent with the security of her account such that Miss A enabled her mother to carry out transactions that Miss A did not authorise her mother to make.

Based on the findings of the adjudicator and what I have said about my conclusions on the recollections of Miss A, on balance, I do not consider I can safely say that Miss A did not either make or otherwise authorise the transactions; or that she has not been grossly

negligent with her account security. I therefore make no award against the bank and it does not need to refund to Miss A the value of the transactions.

**my final decision**

My final decision is that I do not uphold the complaint.

Ray Neighbour  
**ombudsman**