

complaint

Mr C complains that Barclays Bank Plc has refused to refund a disputed transaction on his bank account. Mr C says he did not make the payment and wants Barclays to refund the money.

background

Dates, times and addresses are central to this complaint.

Mr C says that at the end of November 2013 he noticed a transaction of £1,100 made on 6 August on his account that he did not recognise. He wrote to Barclays but it did not reply. Mr C followed this up in January 2014 but the bank did not respond until the end of May, by which time Mr C had referred the matter to this service.

When the bank did reply it said it could not find the transaction Mr C was querying – as it thought this was at the end of November 2013 (when Mr C first wrote). But it did acknowledge it should have dealt with his complaint quicker and paid Mr C £150 for the obvious inconvenience he had suffered. Mr C was not happy with Barclays' response.

Our adjudicator investigated the matter. She clarified when and to whom the transaction was made. It was to a letting agent for a deposit for a new tenancy (on Property 1) taken out by a friend of Mr C on 5 August 2013.

The letting agent told our adjudicator Mr C and his friend had lived together in another property in the same block (Property 2) until there had been a disagreement between them. Mr C used Property 1 as his address in his correspondence with Barclays. The adjudicator concluded this was most likely to be a dispute between Mr C and his friend or the letting agent and said Barclays did not have to refund the money.

Mr C did not agree. He said he lived at Property 2 on 6 August 2013 and had had no dealings with the letting agent. He wanted evidence he had made the payment. The adjudicator confirmed it was made using Mr C's genuine debit card and his correct PIN had been entered. There was an undisputed transaction a short time after the one to the letting agent – meaning it was unlikely Mr C's card had been taken and replaced. Mr C was still not happy. He said he had lived at Property 2 until 12 August 2013. He was just using Property 1 as a correspondence address as he was moving elsewhere and the friendship broke down sometime around October. He restated his request for proof he made the payment. Our adjudicator advised Mr C that, as an informal dispute resolution service, we did not have the power to demand the evidence he had requested, but remained satisfied Barclays did not have to refund the money.

As Mr C did not agree with the adjudicator's view, the matter has been referred to an ombudsman to make a final decision. Mr C wanted to know why he was not entitled to a refund under the 'chargeback' arrangements (where a bank asks a merchant to refund a payment the customer says was not made).

my findings

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

To be frank, I find Mr C's description of the circumstances of this complaint difficult to believe. There is very little I can add to what the adjudicator has already said. I consider she set out the position clearly and thoroughly.

The first point I make is that Barclays' records show the transaction actually took place on 5 August 2013. This is the date Mr C's friend's tenancy at Property 1 started. So somebody making a payment for a deposit would be consistent with that date. Those records also confirm Mr C's genuine card was used and his PIN was entered correctly.

The adjudicator commented there was an undisputed transaction shortly after the deposit was paid. But I can see from Barclays' records there was also an undisputed one shortly before, as set out below.

Date	Time	Amount	Description	Disputed
5 August 2013	12.44	£20.00	Cash withdrawal (ATM) (service station previously used by Mr C)	No
	13.24	£1,100.00	Deposit payment to letting agent	Yes
	14.20	£9.09	Supermarket (previously used by Mr C)	No
	14.30	£11.50	Internet communication service	No

This would mean that an unknown third party would have to:

- observe Mr C's PIN (which I accept could happen when he withdrew money at the ATM);
- then take his card and use it to make the payment for the tenancy deposit; and
- then return the card to Mr C so he could use it in the supermarket – all without him realising.

I am not persuaded this happened. The 'chargeback' process aims to get refunds of payments that banks' customers did not make or authorise. Merchants are given the opportunity to defend the chargeback request. In light of the above, I would expect the letting agent to be able to successfully defend any request Barclays may make.

Mr C's bank statements show he received (what looks to be) a repayment of a deposit payment on Property 2 from another letting agent on 5 August 2013. The amount was £1,200. The disputed payment of £1,100 would have made a big difference to the balance of his account (he would have been expecting it to be £1,100 higher than it was) but he did not query this lower balance when he made cash withdrawals at ATM's on 7, 8 and 11 August (ATM screens or transaction slips very often confirm the current account balance).

Barclays' records also indicate Mr C received a statement on 12 August, 12 September and 12 October 2013 (which he should have received as his post was being redirected). So I find it strange that he did not query the disputed transaction much earlier than he did. It appears he started receiving online statements from 12 November.

I also find Mr C's description of the circumstances about the various addresses difficult to accept – particularly in light of the payment from the other letting agent in respect of Property 2. It does seem strange that he should continue to use his friend's (new) address of Property 1 in November 2013 and January 2014 to write to Barclays if the friendship broke down in October 2013. He says he had a post redirection service in place at the time, but I would have expected him to change his address (again) with the bank, rather than rely on the redirection service.

Mr C's bank statements show various credits received from his friend – with the description "owed" – between July and October 2013. So I consider it possible that Mr C paid the deposit on behalf of his friend and there was some arrangement for it to be repaid, which may not have happened. As the adjudicator indicated, this does appear to be a dispute between Mr C and his friend (or direct with the letting agent).

When I combine all of the above, I do not believe I can fairly direct Barclays to refund the disputed transaction. I consider it most likely that Mr C made the payment himself. But if he did not, then I am satisfied it would have been carried out by his friend, with Mr C's authority.

This decision brings to an end what this service can do for Mr C regarding his complaint. I recognise that Mr C will most likely be disappointed with my decision.

my final decision

For the reasons I have given, my final decision is that I do not uphold Mr C's complaint.

Andrew Davies
ombudsman