

complaint

Mrs K complains that Barclays Bank Plc has refused to refund disputed transactions on her bank account. She wants Barclays to refund the money.

background

Mrs K had a bank account with Barclays, which she used for normal banking purposes. She says that in July 2012 she collapsed in the street and was hospitalised for nearly one month. During this time she realised she no longer had her bag containing her bank card but was not able to contact anyone. She reported the matter to the police after she left hospital.

Over the next few months, Barclays issued at least eight replacement cards to Mrs K but she said she did not receive any of them. She did get a new card in December 2012. Up to this time she says she made withdrawals of cash at the branch counter. Mrs K also said that she did not receive bank statements over a period of two and a half years.

Mrs K disputed a number of retail purchases and withdrawals from cash machines made between early September 2012 and early December 2012. Barclays refused to refund the money as it said Mrs K's real cards were used for the transactions. It said the chip embedded in the card was read and the correct PIN entered for all of them.

In view of the number of cards issued and the correct PIN being used, Barclays considered that Mrs K had not complied with the terms and conditions of the account regarding security of her card and PIN. Mrs K referred the matter to this service.

Our adjudicator did not recommend Mrs K's complaint should be upheld. He noted that:

- Mrs K had not been able to provide any evidence she had been in hospital;
- some of the cards she said she had not received were used to make withdrawals from cash machines that Mrs K had not disputed; and
- a large number of payments were made to accounts held in Mrs K's name with gambling organisations using some of those cards – and the one she received in December 2012.

Our adjudicator said he could not safely conclude that Mrs K had not carried out the disputed transactions. Mrs K was not happy with this so the matter has been referred to an ombudsman for a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have reached the same conclusion as the adjudicator.

Frankly, I find it difficult to believe Mrs K's version of events. If she had indeed had her card stolen when she collapsed I would expect her to dispute the transactions on the account in her name with one of the gambling organisations during the time she was in hospital. I note Mrs K has not provided any evidence of her time in hospital.

Likewise, if she had not received the replacement cards issued by Barclays, I would expect her to dispute all the numerous card transactions made during the time up to when she says she got a new card in December 2012. She has disputed only a few transactions.

Mrs K says she made withdrawals at the branch counter up to the point when she got a new card in December 2012. I have reviewed Barclays' records and these show there are very few transactions carried out that were not made either using Mrs K's card or were direct payments to organisations.

I accept that the post is not always reliable. But I do not believe it is possible for so many replacement cards, PIN advices and bank statements to be not delivered to Mrs K's address. And the card she did get in December 2012 was registered on the account in her name with the gambling organisation.

Some of the cards that she says she did not receive were also registered with that organisation. Indeed, one of them was used to credit money from the gambling organisation back to Mrs K's account with Barclays on two occasions at the end of September 2012. This would be an odd thing for a fraudster to do.

Barclays says that Mrs K's real cards were used to make all the disputed transactions. It says the correct PIN was entered and the chip embedded in the card would have been read. I have seen no evidence to contradict this.

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

In this case, when I combine all of the above, I believe it most likely that Mrs K carried out the transactions herself and is mistaken about what happened. So Barclays does not have to refund the transactions on Mrs K's account.

my final decision

For the reasons I have given, my final decision is that I not uphold Mrs K's complaint.

Andrew Davies
ombudsman