

complaint

Mr D complains that Barclays Bank PLC unfairly holds him liable for transactions made by means of a debit card that he did not receive.

background

Mr D had a current account with Barclays, for which he held a debit card. A replacement debit card was sent when the old one was due to run out. A further card was sent a few days later, following a telephone call to Barclays to say the replacement card had not been received.

That further card was used to make three cash withdrawals and two debit card transactions. Mr D says he was abroad when the disputed transactions were made, and that he did not receive the further card. He also says that he knows nothing about two fraudulent credits received into his current account at the same time.

Barclays did not accept Mr D's complaint, and also closed his account. As matters remained unresolved, Mr D brought the complaint to this service where it was investigated by an adjudicator. The adjudicator got further information and evidence from Mr D and from Barclays, including technical evidence about the disputed transactions and about the card that was used to make them.

From the evidence, the adjudicator considered that Barclays was entitled to hold Mr D liable for the disputed transactions and also to close his account. Mr D did not agree, and his representative said (in summary):

- From his experience with banks there should be a systems entry to show that the deposit payments into the account were validated, as well as the printed ticket.
- It would also be helpful if Barclays could produce CCTV evidence, to show whether the personal identification number ("PIN") was actually entered.
- He finds it odd that Barclays apparently regards the deposit payments as 'fraudulent' but not the disputed payments out of the account. He appreciates, however, that it is argued that Mr D made the disputed payments out.
- Mr D is being punished by Barclays for its lack of security. He has further questions to do with security, logistics and the source of the fraudulent deposits, which he would like Barclays to answer.

my findings

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

Mr D did not, apparently, receive his replacement debit card until some two weeks after it had been sent out by Barclays. He says he did not ask Barclays to send a further card. In that case, it would seem that whoever made that call knew about the expiry date on the original card and the issue of the replacement one. But knowing about that, and intercepting the further card, would not – of itself – have enabled them to make the transactions.

For that, they also needed to have Mr D's PIN. It seems likely that they already had this since no existing PIN reminder, or new PIN notification, was requested. I am satisfied that the technical evidence shows it was the genuine further card, and Mr D's original PIN, that were used for the transactions. Mr D has told us that he kept no record of his PIN, and I have not been able to identify a point of compromise that would satisfactorily explain how a third party came into possession of the PIN without Mr D's knowledge.

The disputed transactions on Mr D's account – both debit and credit – all took place on the same day, within a period of around two and a half hours. Mr D says he can prove he was abroad at the time, and also says he had no connection at all to any of the transactions. Barclays called Mr D within forty-five minutes of the second fraudulent credit being made, and the account was blocked when Mr D told it he was not responsible for the activity on the account.

Barclays may hold Mr D liable for the payments made from his account if it can show by its evidence that he made (or otherwise authorised) the transactions, or that they were made possible because he was sufficiently negligent in the care of his card or PIN. Having considered the evidence very carefully, I find – on a balance of probabilities – that Barclays is entitled to hold Mr D liable for these transactions.

I note that the fraudulent credits did not enable the withdrawals, which were covered (almost exactly) by the original credit balance contained in the account. Once the fraudulent credits were removed, the account was empty and Barclays issued notice to close it. I am satisfied that Barclays was entitled to close the account.

Mr D's representative has focussed mainly on the fraudulent credits to the account, and how they were made, in his further representations. I am not in a position to provide him with information about the origins or intended genuine beneficiaries of those credits, since that would mean disclosing private information about third parties.

my final decision

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

Jane Hingston
ombudsman