

complaint

Mrs S complains that Barclays Bank PLC debited her account with a transaction she didn't make when there was no money in her account.

background

Mrs S, whose only income is her state pension, is unhappy that Barclays allowed a transaction which she says she didn't authorise to debit her account when there were no funds in the account. She complained to Barclays and said she wanted the £3,050 that had been debited refunded.

In its final response Barclays said Mrs S provided her card details to pay a deposit of £250 as security for the hire of two vehicles. Due to damage caused to the vehicles and late return, the hire company charged her account with £3,050. For this reason Barclays said it was holding her liable for the disputed transaction.

The complaint was then brought to this service. Our adjudicator said Barclays' account terms and conditions explain that the bank will refund transactions which a customer says weren't authorised. However, it will take the refund back if it finds the customer isn't entitled to it and re-charge any interest or charges due. He said Barclays acted within the account terms and conditions when it took the refund back from Mrs S as it was satisfied the transaction was legitimate. However, because the bank took a long time to investigate the transaction, it offered £300 compensation which our adjudicator thought was fair.

Mrs S disagreed with the adjudicator's findings. She said that following a county court judgement her son had been paying regular amounts to the car hire company's agent to cover the amount owed before the £3,050 was taken from her account. She said Barclays didn't seem to have looked into this and that she felt victimised as a result.

In response our adjudicator said the bank wouldn't have known payments were being made towards the debt and that it wouldn't be for the bank to question the amount owed to the hire company. He said if the hire company has taken an incorrect amount then that would be a civil matter between Mrs S, her son and the hire company.

Mrs S wasn't happy with the adjudicator's findings and so the complaint has been passed to an ombudsman to make a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I've come to the same conclusion as the adjudicator and for the same reasons so there's little further that I'm able to add.

Mrs S hasn't disputed that she gave her card and PIN to her son and that he used them to give security for the hire of two vehicles. When Mrs S complained that £3,050 had been taken from her account by the hire company without authority, Barclays refunded it while it investigated the transaction.

Barclays obtained documentary evidence of the vehicle hire. It was satisfied that the reason for the debit to Mrs S' account was because the vehicles were returned late and damaged and the debit card details were given as security to cover such costs. Having determined that it could treat the debit as authorised, it took the refund back. I don't think Barclays made a mistake or was being unfair to Mrs S when it did this.

I understand Mrs S has been concerned that too much money was paid over to the hire company because certain payments had already been made towards settling the debt. However, her son, whom she authorised to speak to our adjudicator, has advised that cash payments collected from him towards the debt have now been refunded to him. So I hope any remaining over-payment will also be returned. If not, then, as our adjudicator explained, Mrs S and her son's dispute would be with the hire company. A bank doesn't generally accept liability for the actions of an independent third party simply because a customer used their debit card for a transaction.

In summary, I don't believe I can reasonably say that Barclays did anything wrong by not agreeing to refund the £3,050 debit. I think the £300 compensation it offered for its delay in investigating the transaction is fair and reasonable.

If Mrs S is in financial difficulty because of the debit to her account, Barclays is required to treat her positively and sympathetically in recovering any money it's owed.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 8 October 2015.

Sarah Carter
ombudsman