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FW: BARCLAYCARD - THIS IS NOT MY APPEAL JUST MY OBSERVATION

1 message

Russell, Evelyn <Evelyn.Russell@chartisinsurance.com>**29 July**
2011 10:22

To: "rossjanderson@googlemail.com" <rossjanderson@googlemail.com>

From: Russell, Evelyn**Sent:** Monday, July 25, 2011 12:43 PM**To:** 'Johnson, Anneliese'**Subject:** FW: BARCLAYCARD - THIS IS NOT MY APPEAL JUST MY OBSERVATION

Dear Ms. Johnson,

Further to your letter dated 20th July and our subsequent telephone conversation of 22nd July 2011. I am still somewhat perplexed that in view of the following you have still ruled in favour of Barclaycard:-

1. Barclaycard state that someone phoned them in June 2010 purporting to be me and giving my details and answering the correct security details to obtain a card (how do we know this is true when Barclaycard have apparently lost the taped conversation). How do we know this actually happened - and why are you taking their word when you seem reluctant to believe that I did not make this call nor had nothing whatsoever to do with this apparent conversation.
2. Barclaycard in their letter of December 2010 acknowledge the fact that the card was delivered to a neighboring address when in August they stipulated that it was delivered to my address and went to great lengths to try and prove this (why did they change their mind and if so what evidence do they have to support this? Have you actually seen the timed and dated photograph or are you just taking their word?) What is a "neighboring address" as my nearest two neighbors have signed a statement confirming they have not received any post for me, yet this is being ignored?

3. If you are just taking the word of Barclaycard why then are you not taking into account their Terms and Conditions which state you are not liable for any monies spent on the card before it is received and as per number 2 above and as per their letter it was not delivered to my address, therefore it proves that I did not receive this said card.

I appreciate that Barclaycard have an arrogant attitude with regard to this case and as the Financial Ombudsman Services is paid for by the banking industry; and it relies on the industry for its technical advice; it appears that in this case you are in favour of Barclaycard regardless of the law and the evidence I have sent to you. Barclaycard have changed their mind a number of times in respect of this case yet this does not seem to count for anything, as you could not on the flimsy accusations they are stating, have ruled in their favour when they have no evidence of me ever having been in possession of this card or having ordered it. I am quite sure if this was the other way round and I kept changing my mind it would look badly on me.

You have stated that you have only gone on the evidence in your possession - what evidence is this? Is it only the word of Barclaycard? You have also stated that you have no evidence to believe this was an "inside" job, yet if you actually look at the facts, how come when there were some disputed transactions I was not contacted, why was I not contacted when the card was used in July and it was totally different from any previous spending? Why also allow the card to go 50% over the limit, when as I have already stated quite few transactions were disputed?

The law also states that you can not be held liable just because chip and pin was used - yet this is the only point you are relying on.

I unlike Barclaycard have provided evidence of where I was on certain days when the card was used; (bearing in mind they acknowledge the card was not delivered to my address) I am also prepared to allow my original card to be tested to prove that it was not used on any of the disputed transactions.

How can you rule for Barclaycard when everything they are relying on is just supposition?

Thank you for taking the time to look at this.

Regards

Eve Russell
