

The complaint

Mr F complains TSB Bank Plc will not refund some disputed transactions.

What happened

Over a course of 24 hours, a large number of transactions were made from Mr F's account. In total, the transactions amounted to £4655 and were all made to an online betting company – G. Mr F says he neither made nor authorised these transactions.

When he complained to TSB about them, TSB began an investigation. From the evidence available to it, it concluded the following:

- the transactions had been made using an IP address which Mr F had used in the past
- the account held with G was not registered in Mr F's name but was registered to an address with which Mr F had a connection
- Mr F's card details had been registered with G

Based on this information, it told Mr F it would be holding him liable for the transactions.

So, Mr F came to this service and asked us to look into matters for him.

In TSB's submissions to us, it told us the disputes appear to be a domestic matter and unless Mr F was willing to report the matter (and the individual) to the police and support a prosecution, it would not refund the transactions.

Our investigator thought TSB had treated Mr F unfairly. He (the investigator) thought TSB should refund the disputed transactions along with statutory interest of 8%.

Mr F accepted that resolution but TSB did not respond. The matter was then passed to me for a final decision.

What I've decided – and why

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

If the evidence shows it's more likely than not that Mr F made or authorised these transactions, TSB is entitled to hold him liable for them. As the investigator explained, authorisation is, essentially, a two stage test. TSB needs to show the payments were authenticated – in this case by showing the card number and CVV number were used – *and* that Mr F consented to the payments.

From the evidence I have seen I am satisfied that the payments were authenticated – but I am not satisfied Mr F consented to the payments for the following reasons:

- online gambling transactions were not a common feature on Mr F's account prior to these transactions;
- just before these transactions took place, an online transaction for £10 to a betting company had taken place – but refunded when Mr F complained. So, TSB accepted he had not authorised that payment;
- the account held with G was not in Mr F's name;
- the use of a previous IP address, taken in the circumstances of this case, is in no way compelling evidence that Mr F authorised these transactions;
- similarly, Mr F's reluctance or refusal to report this matter to the police cannot in anyway absolve TSB of its obligations under the Payment Services Regulations 2017.

So, for all these reasons, I uphold this complaint

Putting things right

TSB Bank Plc should refund the transactions amounting to £4655 along with 8% interest to be calculated from the date of the transaction to the date of settlement.

My final decision

My final decision is that I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 1st July 2020.

Shazia Ahmed
Ombudsman