

The complaint

Miss O has complained that TSB Bank plc won't refund transactions she says she didn't make or otherwise authorise.

What happened

This complaint is about two online banking transfers of £130 each, made in December 2020 and January 2021 respectively. Miss O thought they were card payments, and she said she didn't authorise them.

TSB thought Miss O had authorised the payments in dispute, so they held her liable for them. They found the payments had been made from Miss O's usual phone, authenticated by her fingerprint, from the same IP address she used both before and afterwards.

Our investigator looked into things independently and didn't uphold the complaint. Miss O didn't agree. She said her phone was a different model to the one TSB had recorded, and she said she would not have made such large payments.

The complaint's been passed to me to decide.

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.

First, I understand that Miss O had also asked for TSB to remove a marker they'd registered at CIFAS, the national fraud database. But TSB objected to us considering this point. That's because they sent Miss O their final response about the CIFAS marker on 17 August 2020, and Miss O had six months from then to come to our service – so until 17 February 2021. But she didn't come to us until 29 March 2021, which was too late. Miss O said she didn't get the final response, but I can see it was sent to her correctly. So this point falls outside of our jurisdiction. But in any case, I can see that the marker has been removed as Miss O asked.

In regard to the payments in dispute: broadly speaking, TSB can hold Miss O liable for the payments if the evidence shows that she authorised them. Having carefully considered everything that both sides have said and provided, I think it's reasonable that TSB held her liable. I'll explain why.

I'm satisfied from TSB's technical evidence that the payments in dispute used Miss O's online banking. They were not made using her card, as she's suggested. And the electronic records show that both payments were authenticated using Miss O's fingerprint – the same method she'd used to authenticate her genuine spending. So it would not have been realistically possible for anyone to have authenticated the disputed payments without Miss O's knowledge and permission.

From what Miss O's said, she didn't keep her online banking details written down anywhere, she hadn't shared them with anyone, there was no one she lived with who could've realistically done this, and she hadn't responded to any suspicious communications. So it's difficult to see how anyone could have learned her online banking details without her permission. And so again, it seems like the only person who could have likely been using Miss O's online banking was Miss O herself or someone she'd given her permission to.

Regardless of the exact model, the electronic records are clear that these two disputed payments were made using the very same phone that Miss O had been using since at least as far back as 2019. And from what she's said, it seems she hadn't lost her phone. Indeed, she was still using that phone for genuine activity afterwards. The payments were also made from the same internet protocol address that Miss O used for her genuine activity. So taking all that together, it doesn't seem likely that anyone other than Miss O could've done this.

Lastly, I've not seen any evidence that makes it seem implausible or unlikely that Miss O could've authorised these payments or given someone else permission to make them.

In summary, I'm satisfied that Miss O's online banking was used to make these payments, from her normal device, at her normal IP address, authenticated by her fingerprint. And there doesn't seem to have been a likely or plausible way that someone could have learned Miss O's security details or used her fingerprint, or otherwise have made the payments without her knowledge and permission. It may be that Miss O has genuinely forgotten making these payments or has forgotten what they were for. But given the evidence I have and the balance of probabilities, I'm reasonably satisfied that she authorised them at the time. And so I think it was reasonable that TSB held her liable for them.

My final decision

For the reasons I've explained, I don't uphold Miss O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 21 February 2022.

Adam Charles
Ombudsman