

## The complaint

Miss E complains that Pockit Limited is holding her liable for card transactions which she says she didn't make or otherwise authorise.

## What happened

The circumstances of this complaint are well known to both parties, so I will not repeat them all again here in detail. But I will provide an overview of events below.

In September 2020, Miss E saw several payments had been made using her Pockit card, which she says she did not authorise. These payments were made to companies I will refer to as Company J and Company F in this decision. Miss E contacted Pockit to dispute these payments and asked it to recover her money. As this did not happen, Miss E raised a complaint which she referred to our service.

In short, Pockit says it considers the payments to be legitimate. It says one of the disputed payments to Company J was reversed, so Miss E must have contacted them to arrange this. Pockit also says that credentials, such as postcode and address, match the payments to Company J and Company F.

One of our investigators considered Miss E's complaint. In short, she held that Miss E had authorised the disputed payments and that Pockit had acted fairly and reasonably in the circumstances.

Miss E did not accept the investigator's findings. She says:

- She has since been in contact with Company J, which confirmed that one of the disputed payments to them was for a pair of headphones.
- Company J also confirmed the address the headphones were delivered to, including other details provided at the time of purchase.
- This address is for an Airbnb she had booked through a lodging reservations company.
- This company informed her that when she made her booking, her card details would have been passed to the Airbnb.
- Company F refused to provide her with any information about the disputed payments made to them.

Based on the above, Miss E suggests that her card details may have been compromised when she booked the Airbnb concerned via the lodging reservations company.

The investigator put Miss E's further submissions to Pockit. It responded stating:

*"Please be advised that it has been pointed out that the represented credentials match the [Company J] transaction that was previously disputed by customer."*

As an agreement could not be reached, the complaint has been passed to me to make a decision.

### **What I have 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.

Having done so, I am of the view that this complaint should be upheld. I will explain why below.

On the 1 November 2021, I sent Pockit an email requesting technical evidence relating to the disputed payments. I made this request because what Pockit provided in its business file was not satisfactory for me to safely conclude that the payments were authorised by Miss E.

On the 4 November 2021, 2 December 2021, 16 December 2021, 11 January 2022 and 28 January 2022 – Pockit sent me emails stating that my request was being considered and treated as a priority.

On 23 February 2022, I sent Pockit the following email:

*On 1 November 2021, I sent you an email requesting further information about the authorisation of the payments concerned. However, you have not yet provided this - despite several emails from you stating that this matter is being looked into.*

*As I have insufficient evidence before me to determine whether the payments were authenticated - evidence only which you can provide - I am minded to uphold this complaint and direct Pockit Limited pay:*

- *Miss L the disputed transactions (totalling £673.79);*
- *Pay 8% interest on this amount from the date it was debited from Mrs L's account until the date of settlement; and*
- *If Pockit Limited deducts tax in relation to the interest element of this award it should provide Miss L with the appropriate tax deduction certificate.*

*I am satisfied that you have more than enough time to provide me with what I requested. If this is not provided by **28 February 2022**, I will be issuing my final decision on the above basis.*

Despite the above, I have not received a response from Pockit.

Therefore, I am persuaded by Miss E's testimony that the disputed payments were not authorised by her. In the absence of any credible technical evidence which suggests otherwise, I see no reason to depart from what I set out in my email to Pockit (above).

Miss E has confirmed to me that the disputed payments total £644.74; and that she is willing to accept this amount.

### **My final decision**

For the reasons set out above, my final decision is that I uphold this complaint. I therefore direct Pockit Limited:

- Pay Miss E all the money she lost (totalling £644.74); plus
- Pay 8% interest on this amount from the date it was debited from Miss E's account until the date of settlement.
- If Pockit Limited deducts tax in relation to the interest element of this award, it should provide Miss E with the appropriate tax deduction certificate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 4 April 2022.

Tony Massiah  
**Ombudsman**