

Complaint

Mr A is unhappy that TSB Bank plc has held him liable for a payment he says he didn't authorise and that it later closed his account.

Background

Mr A had an account with TSB. In January 2022, a payment of £847 was made to a gambling website. Mr A said he didn't make the payment and so he complained to TSB.

TSB investigated and was satisfied that it was likely that Mr A had authorised the payment and so it said it wouldn't pay him a refund. It also chose to close Mr A's account. Mr A was unhappy with that and so he referred a complaint to this service. It was looked at by an Investigator who didn't uphold it. The Investigator agreed with TSB that it was likely Mr A had authorised the payment. She also thought it was fair and reasonable for TSB to have closed his account.

Mr A disagreed with the Investigator's opinion and so the complaint has been passed to me to consider and come to a final decision.

Findings

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

The basic position is that TSB can hold Mr A liable for the disputed payment if the evidence suggests it's more likely than not that he made it or authorised it. I've carefully considered the evidence that's been provided by both sides and I'm persuaded that it's fair and reasonable for TSB to hold him liable for this payment.

The gambling website has shown that the payment was made into a betting account set up in Mr A's name that had been operating since February 2021. The payment was made using a device that has been used to make historic payments in connection with this account that Mr A hasn't disputed. This device appears to have been used to access Mr A's betting account since August 2021. Similarly, the payment was made via an IP address that had been used to make undisputed payments in the past. Furthermore, all the deposits paid into this betting account seem to have been made using the same card.

Mr A was quite clear that he lived alone and nobody else could've had access to his card or his phone. In the circumstances, it's extremely unlikely that a third party could've been responsible for making this payment. It's also not clear what motivation a fraudster could've had for using Mr A's account to make a gambling payment. It's standard practice with online payments for gambling that any winnings must be returned to the card that made the original deposit. For these reasons, I'm satisfied that it's fair and reasonable for TSB to hold him liable for the payment.

In addition to declining Mr A's complaint, TSB also closed his account. As a general rule, a bank has the commercial discretion to decide whether or not it wants to continue offering an

account to an individual customer so long as it gives a notice period that allows that customer to make arrangements to use a different account for everyday banking purposes. In this instance, TSB didn't give Mr A any notice before closing his account. The terms and conditions of his account do allow it to do this in certain circumstance. In this instance, Mr A told TSB that he hadn't authorised the payment out of his account, but the evidence shows that it's likely that he did authorise it. For that reason, I'm satisfied that the terms and conditions do allow TSB to close the account without notice.

Final decision

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 July 2022.

James Kimmitt
Ombudsman