

## **The complaint**

T, a limited company, complains that TIDE PLATFORM LTD won't refund a number of payments made from its account which it says it didn't make. And it complains about the customer service it received after it disputed the payments.

## **What happened**

In September 2022, five payments were made out of T's Tide account – totalling £102.98 – which it says it didn't make. T reported the payments to Tide as fraud the same day they were made, saying its director's vehicle was broken into and his wallet stolen. It asked Tide to refund the money it had lost.

Tide investigated but said T had unblocked and used the card since the disputed payments, despite saying it was stolen. So it didn't agree to refund the disputed payments. T wasn't satisfied with Tide's response, so referred a complaint to our service.

When submitting its file to our service, Tide said T had asked if it could still use the card via a mobile payment service and the card payments it had done were made online – and so not necessarily with the physical card. So it offered to pay T compensation of £102.98. One of our investigators looked at the complaint. They felt Tide should refund the payments of £102.98, plus interest, and pay T £50 compensation for the inconvenience its poor customer service had caused. Tide agreed with our investigator but T disagreed, so the complaint has been passed to me.

## **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.

Generally, a business can hold a customer liable for disputed transactions on their account if the evidence suggests it's more likely than not that the customer authorised the payments – for example, by making them themselves or telling someone else they could make them.

Tide initially held T liable for the payments it said it didn't make, as T unblocked and used the card it said had been stolen. But T says it asked Tide whether it could still use the stolen card details via a mobile payment service until a replacement card was delivered, and that it needed to do this in order to carry on conducting its business. And Tide accepts T did ask this, and that the later payments the card was used for were done online and to recipients T had paid previously, so didn't necessarily mean T still had the physical card.

T has provided a consistent and plausible explanation for how the card was stolen. The disputed payments appear to have been made by contactless payments, which a thief who had stolen the card would have been able to do. And I haven't seen anything to suggest T consented to the payments in any way. So I think it's likely T didn't authorise the disputed payments.

Tide should therefore refund the disputed payments. And, as T has now been without this money for a period of time, Tide should also pay 8% simple interest on this refund from the date of the payments until the date they are refunded.

T is also unhappy at the customer service it received from Tide during its claim. It says the delays in Tide responding to it and in providing a replacement card caused it inconvenience and to lose out on work it could no longer complete.

And from looking at Tide's records of its communication with T, I agree there were some delays in Tide responding to T through the in-app chat and that T didn't receive a call back when requested – which will have caused it some inconvenience.

T hasn't been able to provide us clear evidence of the losses it suffered due to losing out on work through. The replacement card was sent to it in line with Tide's normal timescales, so T was only without access to the Tide account for a relatively short period. And, as T is a limited company, it can't suffer distress, only inconvenience.

And so, based on the evidence I've seen, I think £50 is fair and reasonable compensation for the inconvenience T was caused by Tide's poor customer service. I don't think it would be fair to require Tide to pay any further compensation, or to refund the losses T says it suffered due to losing out on work.

### **My final decision**

I uphold this complaint and require TIDE PLATFORM LTD to:

- Refund T the disputed payments, totalling £102.98
- Pay 8% simple interest on this refund, from the date of the payments until the date of settlement
- Pay T £50 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask T to accept or reject my decision before 14 December 2023.

Alan Millward  
**Ombudsman**