

The complaint

Mrs Y complains TSB Bank PLC ("TSB") has refused to refund her for transactions on her account she says she didn't authorise.

What happened

Mrs Y says she didn't authorise two payments from her account totalling £84.16 and she doesn't recognise the company that debited these payments.

TSB says it contacted the merchant for these transactions which provides a monthly subscription for ebooks. It has provided evidence that the ebooks were delivered to Mrs Y's email address. TSB also says the transactions occurred using her card details, her phone number and email address. So, it thinks it's more likely than not that Mrs Y authorised these transactions.

Our investigator considered the complaint and upheld it in Mrs Y's favour. TSB isn't happy with this outcome so the complaint has been passed to me for a 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.

A consumer should only be responsible for transactions made from their account that they've authorised themselves. Mrs Y has said she didn't give any permission for the transactions in dispute to be made but TSB believes she did. My role then is to give a view on whether I think Mrs Y more likely than not authorised the transactions, based on the evidence I have available.

TSB have provided evidence of their enquiry with the merchant to who the debit was made. This shows that Mrs Y's card number, CVV, phone number and email address were used for the payment. But this doesn't necessarily mean that Mrs Y authorised these transactions.

Mrs Y is not disputing a payment on her account for €1.95 in November 2011 made to an online company, I'll call them company A. Mrs Y says she signed up to an online subscription and authorised this transaction to company A using her TSB card. I've not seen any further transactions to company A after the initial payment. Having investigated company A and the terms and conditions on its website, it sets out the different company names that may appear on a customer's statement, By joining this subscription Mrs Y gave permission for these companies named in the list to debit the amount agreed on. But no further transactions appear on Mrs Y's account to any of the company names that are linked to company A.

A different company, I'll call them company B, debited Mrs Y's account for the disputed transactions. Company B also provide an online subscription of a similar nature to company A, but they are not one of the affiliated companies listed on company A's website.

I've not seen any evidence to show how company B got Mrs Y's card details or phone number and email address. TSB have not provided any evidence to show that the payments to company B were authorised by Mrs Y. There is no credit token, online audit trail or online banking records to suggest she gave company B authority to charge her card the amounts debited.

So overall, I am not persuaded that Mrs Y authorised the transactions in dispute, so I am upholding this complaint in Mrs Y's favour.

Putting things right

TSB should put Mrs Y back in the position she would've been in had the unauthorised transactions not taken place.

TSB have provided evidence that when they debited the fraud refund on 27 April 2023, they did not include the transaction fees, therefore Mrs Y has already received £2.43 back. So, I recommend that TSB pay the amount of £81.73, with 8% simple interest added, from the date of the disputed transactions until the day the complaint is settled.

My final decision

I am upholding the complaint and TSB Bank PLC should refund Mrs Y as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Y to accept or reject my decision before 5 March 2024.

Sienna Mahboobani
Ombudsman