

## **The complaint**

Mr H complains Starling Bank Limited (“Starling”) refuses to refund him for transactions on his account he says he didn’t authorise.

## **What happened**

Mr H says he was abroad on 6 September 2023 when his card was stolen and used to make unauthorised transactions on his account. So, he wants Starling to refund him for these transactions.

Starling says Mr H has been inconsistent with his testimony about what happened. Starling also says it’s not convinced Mr H’s PIN was compromised as it has no evidence of him using his card PIN at an ATM before the disputed transactions took place. So, it thinks Mr H made the transactions himself.

Our investigator considered the evidence and concluded that she thought it likely Mr H authorised the transactions. Mr H wasn’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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

When considering what’s fair and reasonable, I’m required to take into account relevant law and regulations; the regulator’s rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence

A consumer should only be responsible for transactions made from their account that they’ve authorised themselves. Mr H has said he didn’t give any permission for the transactions in dispute to be made but Starling believes he did.

Starling has provided evidence to show that the disputed transactions were made using Mr H’s genuine card and PIN – so both the card and the PIN number were needed for all the transactions. Mr H says his wallet was stolen with his Starling card inside, but that doesn’t explain how Mr H’s PIN was compromised.

Mr H says he shielded his PIN while entering it for a payment in a club over an hour earlier, and he also shielded his PIN when using his card at an ATM. Mr H’s only explanation of how his PIN may have been compromised is that another person may have seen his PIN while

he was shielding it at the ATM. Starling has refuted this by providing the transaction history and card authorisation history which doesn't show any record of ATM use prior to the time Mr H says his card was taken. Mr H says that the ATM withdrawal was declined, and he thought it was because he had reached his daily cash limit. However, had this been the case, I think it would've been recorded on the evidence provided as a declined cash withdrawal. So, Starling says it has not found a point of compromise of his PIN so it thinks Mr H carried out the transactions himself. I've thought about this, and I think what Starling has decided is reasonable.

I've considered everything Mr H has said, but without persuasive evidence of how Mr H's PIN was compromised I think it's more likely he carried these transactions out himself. I know this outcome will come as a disappointment to Mr H, but for the reasons outlined above I am not upholding this complaint.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 March 2024.

Sienna Mahboobani  
**Ombudsman**