

## **The complaint**

N, a limited company represented by a director who I'll refer to as "Miss L" throughout the rest of this decision, complains TIDE PLATFORM LTD has unfairly held it liable for approximately £7,000's worth of disputed transactions.

## **What happened**

N has an account with Tide with a card that's linked to Apple Pay.

Miss L says her mobile phone was stolen in the early hours of the morning of 30 September 2023 and that the person who stole her mobile phone carried out a series of transactions involving N's account with Tide and other accounts with other businesses. Miss L says she reported this to Tide and the other businesses involved, and every other business either stopped the transactions before they went out or refunded them. Miss L says Tide didn't saying that the person who had carried out the transactions would have needed to unlock Miss L's mobile phone using biometrics or a passcode. Tide offered to a 50% refund saying that Miss L must have been negligent with her details.

N wasn't happy with Tide's response and so complained to our service.

One of our investigators looked into N's complaint and said that the evidence was consistent with what Miss L had said and, more importantly, that Tide hadn't done enough to show that the disputed transactions had been authorised. So, they didn't think Tide had acted unfairly holding N liable. Our investigator also thought that the transactions were unusual, and that Tide should have intervened. So, they recommended the transactions be refunded along with interest.

N was happy with our investigator's recommendation. Tide wasn't. Tide said that Miss L hadn't shared a lot of the information our investigator had based their view on, and that in any event it still felt that Miss L had been negligent, so a 50% refund was appropriate. Our investigator said that Tide could have obtained the same information from Miss L had it investigated N's complaint in detail and remained of the view that a full refund was fair. Tide didn't agree and asked for N's complaint to be referred to an ombudsman for a decision. N's complaint was, as a result, 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.

Tide isn't disputing the fact that Miss L's mobile phone was stolen in the early hours of the morning on 30 September 2023, nor is it disputing the fact that all of the transactions N is complaining about were done on her mobile phone. Tide's only objection to our investigator's recommendation centres on whether or not Miss L was sufficiently negligent for a 50% deduction to be appropriate in this case.

Based on the evidence that I've seen, I'm satisfied that it's more likely than not that the person who stole Miss L's mobile phone saw her use her passcode to unlock her phone – because she wasn't able to use biometrics given the circumstances – and that this wasn't down to any negligence on Miss L's part. And that the person who stole Miss L's mobile phone was able to carry out the disputed transactions in this case – and others that Miss L has mentioned which were stopped or refunded by other businesses – using her unlocked phone. In the circumstances, I agree with our investigator that a 50% deduction wouldn't be appropriate in this case as I don't agree Miss L has been negligent.

## **Putting things right**

Given what I've said, I agree that Tide should refund N's losses in full and pay 8% simple per annum interest from the date of the payments to the date of settlement.

## **My final decision**

My final decision is that I'm upholding this complaint and require TIDE PLATFORM LTD to refund N's losses in full and pay 8% simple per annum interest from the date of the payments to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask N to accept or reject my decision before 29 October 2024.

Nicolas Atkinson  
**Ombudsman**