

## **THE COMPLAINT**

Mr A complains that Yonder Technology Ltd (“Yonder”) will not reimburse him money he says he lost due to fraud.

Mr A is represented by Mrs A in this matter. However, where appropriate, I will refer to Mr A solely in this decision for ease of reading.

## **WHAT HAPPENED**

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

On 12 September 2024, Yonder sent a One-Time Passcode (“OTP”) to Mr A’s mobile phone via SMS text message. The purpose of the OTP was to complete the process of adding Mr A’s credit card to a digital wallet on an iPhone device. The OTP was used, and three transactions were made using the device which Mr A’s card was added to. These transactions were made on 8 October 2024 and amounted to £1,276.67 in total.

Mr A disputed the above with Yonder stating that he neither used the OTP himself, nor provided it to a third-party to use. When Yonder refused to reimburse Mr A, he raised a complaint, which he also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mr A did not accept the investigator’s findings, this matter has been passed to me to make a decision.

## **WHAT I HAVE 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.

Having done so, I find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

## **Scenarios**

Below are three possible scenarios in this case:

- a) Mr A used the OTP himself to complete the setup to add his card to the digital wallet linked to the iPhone device concerned.

- b) Mr A provided the OTP to a third-party to complete the above mentioned process.
- c) A third-party obtained the OTP without Mr A's authority/consent and completed the above mentioned process.

In scenarios (a) and (b), Mr A would not be entitled to redress. In scenario (c), Mr A could potentially be entitled to redress.

### **Key findings**

- Having considered the technical information Yonder provided, I am satisfied the disputed payment transactions were authenticated.
- Mr A's card was added to a digital wallet on an iPhone device. This would have required an OTP. The disputed payments were then made from this device via Apple Pay.
- Mr A does not dispute that he received the OTP on his own (non-Apple) mobile device via SMS text message on 12 September 2024. However, he does dispute using the OTP himself or providing it to a third-party.
- Mr A has not provided any evidence to suggest that his mobile phone was compromised in some way which would have allowed a third-party to access it and obtain the OTP.
- Mr A has confirmed that no one had access to his mobile phone at the time, and that a passcode and/or biometrics would have been required to access it. He has also confirmed that he did not, for example, have his passcode written down anywhere.

Taking all the above points together, I am unable to safely conclude that a third-party was able to obtain the OTP without Mr A's knowledge, and then use it for the purposes of making the disputed transactions. Therefore, I find, on the balance of probabilities, that it is likely either scenario (a) or (b) occurred in this matter. It follows from this that I find Mr A consented to the disputed transactions, which would – along with authentication – mean they were authorised.

I note that Yonder says it has refunded Mr A his November membership charge of £15, which it is entitled to do. I have considered whether any award for distress and/or inconvenience is warranted in this matter. Having done so, I am not persuaded that it is. I have not found any errors in Yonder's investigation which would warrant an award for distress and/or inconvenience.

### **Conclusion**

Taking all the above points together, I do not find that Yonder has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Yonder to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

### **MY FINAL DECISION**

For the reasons set out above, my final decision is that I do not 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 19 October 2025.

Tony Massiah  
**Ombudsman**