

The complaint

Mr W complains that Leasys Uk Ltd (Leasys) incorrectly debited a payment from his account. He is also not happy with how his complaint has been handled. He would like compensation for the significant distress caused.

What happened

Mr W has explained that he had a hire agreement with Leasys which ended in September 2023. However, on 5 September 2024, he says Leasys debited £464.27 from his account.

He says he had to take measures to protect the security of his account from future fraudulent activity causing inconvenience and restricting access to his account.

He is unhappy with the final response letter he received which he feels was contradictory, unapologetic and shed no light on the transaction.

Leasys said it investigated Mr W's complaint discovering an outstanding balance of £426.46 on his account for end of contract charges. However it found no evidence of a card payment being taken from Mr W and asked for more documentation to investigate further

Our investigator upheld Mr W's complaint. He found it likely the payment had been taken by Leasys. He felt Leasys could have done more to help Mr W as it failed to locate the payment nor did it offer any explanation for the payment or an apology. He recommended Leasys pay Mr W £150 compensation for the distress and inconvenience caused.

Neither Mr W nor Leasys accepted this view.

Mr W felt the compensation was insufficient given the seriousness of the situation, the inconvenience and lack of apology

Leasys insisted it had not made the transaction and felt the bank had acknowledged the transaction was a fraudulent one and had refunded the money. On this basis it didn't feel it should be penalised for the actions of others outside of its control.

Our investigator considered these points but didn't change his view.

I issued a provisional decision in which I concluded:-

- The issue for me to decide was whether Leasys was responsible for the transaction in question or not, and if it could have done more to help Mr W.
- I had three sources of information to consider in relation to this payment. Firstly, what Mr W told us, secondly information from his bank and thirdly information from Leasys.
- There was no dispute that on 5 Sept 2024 a payment was made from Mr W's account. This payment for £464.27 was made to a company that had Leasys as part

of its name. Mr W evidenced this by way of a bank statement. He also told us he didn't authorise the payment taken, and I accept that.

- Mr W provided some limited information from his bank confirming it refunded the disputed payment. He also told us the bank's view was that the payment was fraudulent, but didn't evidence this.
- Mr W's bank refunded the transaction but other than confirming the transaction was made, disputed, then refunded it gave no other information. So I didn't know if, in its view, the transaction was fraudulent or if it identified that it was Leasys who took the payment or not.
- Leasys evidenced Mr W's account didn't show the payment in question. The account did show an outstanding balance for a similar though not identical sum to the one taken from Mr W's account. I didn't think this necessarily supported the fact that it was Leasys who took the payment
- Leasys also gave us evidence of all the payments it took on the relevant date – this showed no payment was taken from Mr W on that day. I found that document persuasive.
- Taking all of this information into account I didn't feel I had any conclusive evidence that Leasys had taken the payment. It was possible it was a fraudulent transaction by a third party.
- Having decided that it wasn't conclusive that Leasys took the payment I considered the points Mr W made in relation to how Leasys investigated his concerns.
- Leasys did look into, but couldn't find any evidence of the transaction. This was its consistent view evidenced by Mr W's account information, and from when this service got involved, the spreadsheet of all payments taken on the relevant day.
- Given Leasys didn't find any evidence of the payment in its systems, it couldn't reasonably be expected to explain what had happened other than to suggest possible fraud.
- I noted Leasys hadn't apologised to Mr W, as Mr W wished, but as it hadn't discovered a fault on its part, I didn't find that unacceptable.
- I agreed Leasys's final response letter was somewhat contradictory both seeking more information and closing the complaint. It could have been worded better but I thought in the absence of being able to find any evidence of it taking a payment, it wasn't unreasonable to suggest further information should be provided. I think it showed it was open to investigating more if there was more evidence to consider.
- I could understand why Mr W felt he should be compensated. However whilst I didn't doubt the inconvenience and stress caused by the unauthorised payment as I couldn't be sure this payment was taken by Leasys then I couldn't reasonably expect Leasys to compensate Mr W for this.

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.

Leasys hasn't responded with any new information for me to consider in my final decision.

Mr W has responded to my provisional decision and I would like to reassure him that I have very carefully considered the comments that he has made.

I appreciate Mr W feels that a payment showing on a bank statement, particularly as it was very similar to the amount outstanding on his account, and to what seems to be a company with Leasys name , is sufficient evidence to show that Leasys took the payment.

I considered this point very carefully in my provisional decision and I am afraid I don't feel it is sufficient evidence. The business name isn't identical and neither is the amount taken identical to the amount outstanding on the account. Also Leasys evidenced no payment was credited to Mr W's account and that it hadn't taken any payment from him on the day in question.

Mr W feels that all the account payments for the period in question would need to be inspected to prove if the payment was taken or not.

I think Leasys did this. It provided us with a spreadsheet of all payments taken for the day in question. I looked through that spreadsheet very carefully, I could see no evidence a payment was taken from Mr W on that day.

I am sorry Mr W seems to feel I paid little attention to the information from his bank which reversed the transaction.

In my provisional decision I said I had seen information provided by the bank and by Mr W from the bank. However I noted this information was limited. It didn't confirm the bank felt the transaction was fraudulent , provide any evidence of its investigation or provide proof the payment was taken by Leasys.

Mr W has hypothesised that the fact the payment was reversed may explain why it wasn't easily traceable.

If the bank couldn't trace where the payment came from, that might support fraud, but it doesn't support that Leasys took the payment. Had the payment been taken by Leasys I would have expected the bank would have been able to evidence that.

I would have been pleased to have considered any other information from Mr W's bank had Mr W been able to provide any either from his own records or direct from the bank. However, he hasn't provided any such information for me to consider

Unfortunately I don't feel that Mr W has provided any new information that leads me to feel that I should change the conclusions I came to in my provisional decision.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 26 August 2025.

Bridget Makins
Ombudsman