

### **The complaint**

Mr B has complained National Westminster Bank Public Limited Company, trading as Sainsbury's Bank, won't refund him for two transactions he didn't authorise.

### **What happened**

In early April Mr B was overseas with friends. After a night out, involving drinking and going to clubs, Mr B woke up alone without his wallet. He found a similar thing had happened to his friends.

He noted a message from Sainsbury's querying a transaction they'd blocked. Mr B was able to confirm he'd not authorised this. He also complained about two other transactions for £292.68 and £421.95 that debited his credit card account. Although he admitted he'd been out in the specific club and had bought both drinks and services, he was sure he'd been the victim of a crime. He'd had his drinks spiked and believed he'd also been molested. He was concerned that Sainsbury's had done nothing to help.

After Sainsbury's confirmed they wouldn't be refunding Mr B as they couldn't see how someone could have used his device to make the transactions, Mr B brought his complaint to the ombudsman service.

Our investigator felt Sainsbury's had sufficient evidence to show Mr B had authorised these transactions. She also didn't think they should have stepped in earlier than they did to block a transaction.

Disappointed with this outcome, Mr B stressed he couldn't have consented to these transactions as he was unconscious at the time, or unaware of what these actually were. He's asked an ombudsman to consider his complaint.

I completed a provisional decision on 17 December 2025 asking Sainsbury's to refund Mr B as I didn't see there being enough evidence to show Mr B having authorised these transactions.

Mr B accepted this outcome. Sainsbury's didn't and noted the transactions were made using Mr B's mobile so these transactions must have been made by him.

I now have all I need to complete my final 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.

Having done so, I've reached the same conclusion as I did in my provisional decision. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light

of the evidence.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr B's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

Having reviewed the evidence, I don't believe there is sufficient to show that Mr B authorised these disputed transactions. I say this because:

- Authorisation under the PSRs is made up of two aspects: authentication and consent. Mr B has argued that he couldn't have been in a position to consent as he wasn't aware of these transactions, whilst our investigator has noted these were properly authenticated, which most likely was completed by Mr B. I don't agree.
- Sainsbury's audit information isn't very detailed. All it shows is that the card was present. But in fact, Mr B didn't take his credit card with him and used Google Pay on his mobile device to authenticate transactions.
- Sainsbury's has made quite a big deal of Mr B's inconsistent testimony, but I don't place as much weight as they do on this. They also argue that as a great deal of alcohol was admittedly consumed, then Mr B's testimony cannot be fully relied upon. He's also admitted to being in the club involved buying services. I'm afraid this rather smacks of victim blaming and I would confirm just because Mr B was drunk, doesn't mean he definitively authorised the transactions.
- Sainsbury's also feel that only Mr B could have used his device as this was accessed using a PIN or biometrics. I can see at least one scenario where a third party could have helped Mr B use his biometrics to open the device and then a third party would have been able to use Google Pay to authenticate the transactions.
- Mr B raised a complaint against another financial institution about a disputed transaction for £360 (or thereabouts) which was processed by the same merchant. I can also see this was a credit card which Mr B didn't really use, whereas he had sufficient headroom on his Sainsbury's card. I think it's likely that after the third attempted transaction was blocked, the other card was then used. I note this transaction was refunded as a goodwill gesture after considering what had happened to Mr B that evening.
- Sainsbury's has suggested that only Mr B could have known about this card but I believe if a third party accessed his mobile, as I believe the scenarios suggest probably happened, then I can see how a third party would have known about this card.
- The disputed transactions – including the transaction that was blocked – total over £1,600. Even when inebriated, I doubt many people are considering spending that amount of money in an evening. Sainsbury's will be aware that these transactions follow a distinct pattern and there's plenty of evidence that third party fraud is

involved in these situations.

On balance I am satisfied that Mr B didn't authorise the disputed transactions.

### **Putting things right**

Based on what I've seen, I am asking Sainsbury's to refund Mr B for the two disputed transactions. I don't think Mr B has repaid the cost of these, which will mean interest may have been added to his credit card account. Sainsbury's will need to rework his account to ensure that these don't impact any charges or interest Mr B is being charged.

### **My final decision**

For the reasons given, my final decision is to instruct National Westminster Bank Public Limited Company, trading as Sainsbury's Bank, to:

- Refund Mr B for the two disputed transactions; and
- Rework his credit card account to ensure charges and interest related to those two transactions are not added to any outstanding debt.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 February 2026.

Sandra Quinn  
**Ombudsman**