

The complaint

Mr D complains HSBC UK Bank Plc (“HSBC”) refuses to refund him for unauthorised transactions on his account.

What happened

The facts of this complaint are well known to both parties, so I see no need to repeat them in detail here.

In short, Mr D disputes transactions on his account as unauthorised from 13 August 2025, amounting to a loss of £960. Mr D says he didn’t make these debit card payments, so HSBC should refund them.

HSBC says it contacted the merchant in question and considered the evidence it had but overall, it felt that it was likely Mr D made the transactions himself, so it held him liable.

Our investigator also considered this complaint but didn’t uphold it. He felt that the evidence persuaded him it’s more likely than not Mr D made these transactions. Mr D wasn’t happy with this outcome, so the complaint has been passed to me for a 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.

Mr D has raised a number of points and although I may not mention every point raised, I’ve considered everything he has said but limited my findings to the areas which impact on the outcome of the case. No discourtesy is intended by this it just reflects the informal nature of our service.

Generally speaking, HSBC is required to refund any unauthorised payments made from Mr D’s account. Those rules are set out in the relevant Payment Service Regulations. Mr D has said he didn’t carry out the transactions in dispute. So, I must give my view on whether I think Mr D did authorise the transactions or not.

The evidence provided by HSBC shows that the transactions were carried out using Mr D’s debit card details online. This type of payment also usually requires the card holders billing address including the postcode. The transactions were made on Mr D’s usual device on an IP address known to his account. Meaning whoever made the payments had knowledge of all these details and access to his device at his usual location.

Mr D is adamant that he didn’t make these payments, but he hasn’t provided any evidence on how someone else could’ve made these transactions on his account without his knowledge and consent. He says he was responsible for setting up the online gambling account with the merchant – using his genuine email address and personal details. This was done on the same day as the transactions in dispute and on the same device.

He also told us his device is protected via passcode and biometrics. But hasn't provided any plausible evidence on how someone else could've accessed his device. Mr D says he could've been shoulder surfed when entering his phone passcode, but that doesn't explain how a fraudster could've been in his home the same day, so soon after he opened the gambling account, to make these payments. There is also evidence that the transactions were authorised via 3DS, which in this case needed access to Mr D's online banking to be completed. So, without any stronger evidence showing how someone else could've made these payments it seems more likely Mr D made them rather than anyone else.

I've seen Mr D's account history, and I can see that he does often gamble online via his HSBC account. And this is not the type of payments we usually see linked to fraud, as any winnings made can only be credited back to the account holder. So, no one else stands to benefit from such gambling transactions on Mr D's gambling account.

Overall, while there is the small possibility that someone else could've gotten into Mr D's device without his consent to make these payments – it is highly unlikely. And my role in this case is to come to a decision on what I think is more likely to have happened. The transactions were carried out using Mr D's card, using his device via a known IP address and to credit his recently opened gambling account. And without any stronger evidence as to how a third party could've carried these out, I think it's fair to hold Mr D liable for them. So, I am not upholding this complaint.

My final decision

For all the reasons outlined above, I am not upholding this complaint. n

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 February 2026.

Sienna Mahboobani
Ombudsman