

The complaint

Mr G complains Currensea Limited won't refund transactions made from his account which he says he didn't authorise.

What happened

Mr G reported two transactions that took place on 15 July 2025 totalling £878.01 to Currensea as fraudulent.

Currensea looked into the transactions but said it wouldn't refund them as the information it held showed the payments had been authorised using Mr G's card and Personal Identification Number ("PIN").

Following a complaint, Currensea still refused to refund the transactions. So, Mr G referred his complaint to our service.

An Investigator considered the circumstances. He said, in summary, the evidence showed the transaction had been properly authorised and so he didn't think Currensea were obliged to refund it.

Mr G didn't accept the Investigator's findings. He said he didn't dispute that his card and PIN were used but maintained that he did not give informed consent to charges totalling the amount that was actually taken.

As Mr G didn't agree, the complaint's been passed to me to decide.

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.

I think it's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Authorisation

Under the Payment Services Regulations 2017 ("PSRs"), generally, Currensea can only hold Mr G liable for transactions he made or authorised.

I understand Mr G says he didn't consent to the payments – he has referenced not being aware of the amount he was being charged. It's important to note that consent can mean

different things in different contexts, and the tests vary depending on the applicable law. For example, the requirements around consent in a healthcare setting are different to a data protection setting.

Under the PSRs, giving consent to a payment is a formal concept. Consent is given when an agreed procedure is completed by the payer. The reasons of the payer for doing so are not referenced, nor is there a requirement for the payer to have wanted to make the payment.

Here, it's not in dispute that the payments were correctly authenticated and for Mr G to give consent, it must be in accordance with the procedure agreed between Mr G and Currensea. The terms and conditions don't appear to specify exactly how Mr G gives consent to card payments. But broadly speaking, in the case of physical – non-contactless - card payments, this would be the use of Mr G's card together with the PIN.

Mr G accepts that his card and PIN were used to make the disputed transactions and Currensea's evidence appears to support this. The transactions took place while Mr G was on holiday abroad, in the location Mr G and his family were in at the time. The disputed transactions took place on 15 July 2025 at 8.36pm and 8.37pm UK time.

Mr G says at the time of the disputed transactions he was in a shop purchasing a small, low-value item. He said he entered the PIN but was told a couple of times by the staff the transaction had failed and was asked to attempt it again. Eventually Mr G says he made the purchase in cash. He's suggested that perhaps his PIN was observed by the staff and then the two disputed transactions were made by the staff who, he says, moved the card terminal around the shop – with the card in it - to ensure "better connection" before handing the card back to Mr G.

If that's the case I would expect to see other transactions, successful or otherwise, shortly before the disputed ones. But there are no such records. The last undisputed transaction – using the physical card - was a payment to a restaurant at 7.52pm. Then an online transaction at 8.02pm and the next transactions are the disputed ones. So, I don't find, on balance, there were transactions attempted or made which were then used to obtain the card and PIN from Mr G to then make the disputed transactions.

I find it's more likely than not that Mr G made both transactions and entered the PIN himself – based on what he's said about being asked to attempt the payment several times. I also accept that he was misled or deceived in some way about the amount. But, as I've already explained, for the purposes of the PSRs Mr G isn't required to have been aware at the time of the specific amount or even have intended to make the payment. Even if Mr G was being tricked into authorising the payments, he would remain responsible for them if he completed the transactions himself – which I'm persuaded he did.

Mr G has mentioned several times that there's no evidence that he received any goods or services in exchange for these payments. But whether he did or didn't receive anything in exchange for the payments he was making, under the PSRs, Currensea is still entitled to hold him liable for them if he authorised them, which I've already explained I think he did.

Should Currensea have intervened in the payments?

Generally, financial businesses should follow their customers' instructions in relation to legitimate payments and, as I've already explained, I've found the payments were authorised by Mr G. However, there are some situations in which a financial business should reasonably have looked more at its customers' payments before allowing them to proceed.

So, I've also considered whether Currensea should have intervened in any of these payments.

Here, the transactions were relatively low value and Currensea had already intervened in payments made earlier on the same day – which Mr G had confirmed were genuine. So, taking this and the overall pattern of use, I don't think the transactions were such that they ought to have prompted Currensea to intervene.

Chargeback

Mr G asked Currensea to raise a chargeback on the basis that he didn't receive any goods or services. Given the circumstances of the transactions, I find it's unlikely Mr G would have had anything to support his claim. Ordinarily, there would need to be some evidence of the goods or services the card holder was paying for and therefore expecting to receive, to demonstrate that it wasn't then received and that they had tried to resolve things with the merchant directly. So, I don't find it unreasonable of Currensea not to have attempted chargebacks in this case.

Overall, I find it more likely than not Mr G authorised the disputed transactions, albeit he may not have been fully aware of how much he was being charged and was more likely than not being tricked in some way.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 April 2026.

Eleanor Rippengale
Ombudsman