

complaint

Miss D complains that Bank of Scotland plc (trading as Halifax) has not refunded a number of transactions that she says she did not make or authorise.

background

Miss D disputes four online payments made on her tablet computer to an account with a gambling website.

Miss D says she went to a party where she did not know most of the other people. Her tablet computer was used to provide music. She went to another room to sleep, leaving the tablet in the living room. She also left her handbag unattended containing her bank cards. She said that between 1.30am and 5.30am, while she was sleeping, the payments were made to her gambling account using the tablet and her cards, including her Halifax debit card. A number of games were played, with the result that all the money was lost. Miss D says that the cards were in her handbag in the morning.

After an investigation, Halifax declined to refund the transactions, saying it considered that Miss D had authorised the payments. Unhappy with the bank's response, she referred her complaint to this service.

Our adjudicator did not recommend that the complaint should be upheld. In summary, he said:

- Miss D told one of the banks she had not used her gambling account for two years, but told the adjudicator she had used it four months earlier. The gambling website said she had used it twice in the month before the disputed transactions.
- On both occasions when Miss D used her gambling account in the previous month, it was from the same IP address as the disputed transactions.
- The pattern of the disputed transactions was similar to how Miss D had used her gambling account in the past. The two games played were also the same.
- The adjudicator thought it was unusual to go to a party and not to keep an eye on her tablet or handbag for a large part of the time.

Miss D did not agree with the adjudicator's conclusions. Her representative said that in the month before the disputed transactions Miss D had logged on to use a bonus provided by the company. She had not mentioned it because she did not feel it counted as usage.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have come to the same conclusions as the adjudicator and I have little to add to the reasons he gave.

The disputed activity on Miss D's gambling account was very similar to her previous, undisputed usage, and the evidence from the IP addresses shows that the disputed transactions were made from the same location as the genuine ones.

I am not persuaded by Miss D's explanation of why she omitted to say that she had used her gambling account during the month before the disputed transactions.

Where the evidence is incomplete or inconclusive or contradictory, as some of it is here, I reach my decision on the balance of probabilities - in other words, what I consider is more likely than not to have happened in the light of the available evidence and the wider circumstances.

I believe that the weight of evidence indicates that Miss D either made the payments herself or authorised someone else to make them. I therefore find that Halifax was entitled to hold her liable for the disputed transactions.

my final decision

My final decision is that I do not uphold this complaint.

Colin Brown
ombudsman