

## **complaint**

Mr S complains that The Royal Bank of Scotland Plc has held him liable for disputed transactions on his account.

## **background**

Mr S complained to RBS that he didn't make or authorise several gambling transactions on his account in November 2015. Those transactions together amount to a little under £2,000. He says he can't be sure what transactions he made in the months concerned. But he says he wouldn't have made any for more than £50.

The disputed transactions have led to Mr S having a substantial unauthorised overdraft. Mr S is also unhappy with the level of service he received when he queried the transactions with RBS.

RBS refunded the total amount of the transactions to Mr S's account while it investigated what had happened. But having looked into the transactions, it decided to hold him responsible for them. So it re-debited the money. Meanwhile Mr S disputed further gambling transactions on his account, carried out from September to November 2015. RBS declined his claim, due to the large number of fraud claims he'd made within a couple of months.

Unfortunately, RBS accidentally re-debited the amount for a second time. And when it passed Mr S's account to debt recovery agents in February 2016, the amount it said was due included the duplicated debit. This has resulted in Mr S receiving correspondence from the debt recovery agent claiming that he owes significantly more than he actually does.

Our adjudicator wasn't satisfied that the disputed transactions had been made without Mr S's knowledge or permission. But he thought Mr S had received poor service from RBS. He recommended that it tell the debt recovery agent what the correct outstanding balance is. And he said RBS should pay Mr S £200 for the distress and inconvenience the matter had caused him.

RBS has agreed to do what the adjudicator recommended. But Mr S remains unhappy. He says RBS hasn't investigated the matter properly, and he thinks it lied during the investigation.

## **my findings**

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 the adjudicator.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here) I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the evidence that is available and the wider circumstances.

The transactions that Mr S disputes were carried out online. They were made with two companies with which Mr S had accounts. One of the gambling companies confirmed to RBS that the disputed transactions had been made using the same device that Mr S had used on transactions he doesn't dispute. The IP address used to carry out the transactions was also the same. RBS also spoke to the other gambling company, which again said that

all details matched and the IP address was the same for the disputed transactions as it was for transactions which Mr S accepted as genuine. The company said that there was no evidence that Mr S's account had been compromised, and it suggested that if he wanted to pursue the matter, he should take it up with the police.

Mr S first complained about the transactions to the two gambling companies in early November 2015. That complaint concerned transactions that had been carried out in the previous few days. But in December 2015, he disputed further transactions going back to September 2015. In September 2015 there was a large number of gambling transactions for £100 each. I acknowledge that Mr S says that he wouldn't place bets for that high a sum. But the transactions for £100 were clearly shown on his statements. And given that there were so many of them, they'd have had a significant impact on his balance. So I would have expected him to raise the issue earlier if he didn't recognise them. I also note that some of the disputed transactions were carried out on the same days as other transactions which Mr S doesn't dispute.

Having considered everything that's been provided, I don't find that RBS acted unfairly or unreasonably when it re-debited the transactions to Mr S's account and refused to re-credit the transactions he complained about in December 2015. So I can't fairly require it to refund them to his account.

Mr S has commented that the gambling companies haven't received the money that RBS re-debited. But they received payment when the transactions were carried out in the first place. I wouldn't have expected RBS to send further money to them. The sums which it re-debited to Mr S's account simply balanced out the credit that it had applied while it was investigating the transactions.

I've seen nothing to support Mr S's claim that RBS set out to deceive him during the course of the investigation. It isn't in dispute that it made a mistake when it re-debited the money to Mr S's account for a second time. RBS was entitled to take the decision to close Mr S's account. But I can see that it will have been distressing for Mr S to receive letters from the debt management company which claimed that he owed significantly more than he did. And RBS didn't act as quickly as it could have done to put that right. But it has agreed to tell the debt recovery agent the correct amount owed by Mr S. And it's agreed to pay him £200 to apologise for the distress and inconvenience it caused him. I don't consider that I can fairly require it to do more.

### **my final decision**

My decision is that The Royal Bank of Scotland Plc should inform the debt collection agency of the correct figure owed by Mr S if it hasn't already done so. And it should pay Mr S £200, as it has agreed to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 April 2016.

Juliet Collins  
**ombudsman**