

complaint

Mr T is unhappy that Advanced Payment Solutions Limited (trading as Cashplus) won't refund transactions made on his card that he says he didn't authorise.

background

In September 2018, a series of payments were carried out using Mr T's card making payments to a gambling website. Mr T says that he didn't make or otherwise authorise these payments. Cashplus said it wasn't willing to refund these transactions because they were similar to other legitimate transactions on the account that Mr T says he did make. Mr T was unhappy with the response he received from Cashplus and so he referred his complaint to this service.

It was looked at by an investigator who didn't uphold it. She agreed with Cashplus that the pattern of spending was consistent with Mr T's previous spending on gambling transactions. She also said that the account with the gambling website was set up using Mr T's details (such as his mobile phone number and email address), which suggested that it was him who had set up the account. She also found out that the gambling website would send a notification email in connection with each bet placed.

This meant that 84 notification emails would've been sent to Mr T's email account in total. The investigator thought it was unlikely that, even if someone else had access to his email inbox, Mr T wouldn't have noticed at least one of these notification emails being sent to him.

Overall, the investigator thought it was more likely than not that Mr T authorised the transactions and so thought Cashplus was reasonable in holding Mr T liable for them. Mr T disagreed with the investigator's opinion and so the case has been referred to me to issue a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And having done so, I've come to the same conclusions as the investigator and for broadly the same reasons.

The basic position is that Cashplus can hold Mr T liable for the disputed transactions if the evidence suggests it's more likely than not that he made or authorised them. I've carefully considered the evidence provided by both sides and I'm persuaded that Cashplus is reasonable in holding Mr T liable for them.

I say that because:

- Cashplus has provided evidence from the gambling company that shows that the account was set up in his name and used his mobile phone number and email address as points of contact.
- The gambling company has also said that email notifications are sent to the registered email address on the account every time a payment is made. Mr T says that he did have access to his email account at the time and it seems unlikely that he wouldn't have noticed any of these notification emails.

- Mr T has placed bets online before with this company, so these transactions aren't unusual or out of character. It's also unlikely that a potential fraudster would've placed bets in Mr T's name. They wouldn't obtain any direct financial benefit from doing so because any winnings would be paid back to Mr T's account.

Overall, I find it reasonable for Cashplus to hold Mr T liable for these payments because the evidence suggests it's more likely than not that he authorised them.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 5 January 2020.

James Kimmitt
ombudsman