

complaint

Miss S has complained that NewDay Ltd has taken a payment of £203 from her credit card account for concert tickets which wasn't authorised by her.

background

Miss S called NewDay to ask about a transaction for £203 made with her credit card on 2 March 2015 for concert tickets for a date in April. Miss S lives alone with her son – so it isn't usual for her to spend this much in one payment. She told us she always keeps her card with her when she's out but doesn't always remember to return the card to its usual place when she gets home.

Miss S reported the fraud on 20 March. When she queried the payment, she realised the card was missing. So she suggests someone else must have used her card. She added she hadn't received any tickets and her son didn't know anything about them either. There was no one else in her home who could've used the card and she doesn't know when it went missing. But she does say she used the card for authorised transactions before and after the ticket purchase – so she accepts she had the card during the time it was fraudulently used.

NewDay stopped the card the day after Miss S reported the fraud. It credited her account with £203 and started its investigation. It also started the chargeback procedure to get the money back from the ticket company. As part of the chargeback, NewDay gave the ticket company a chance to argue against its claim. The company said the details on the booking form matched Miss S's email address and mobile phone number; it would also have sent confirmation of the order to Miss S so she could've queried it then. And the tickets were sent to Miss S's home address.

NewDay asked her to contact it to discuss her complaint. And Miss S asked for more investigation. So the ticket company confirmed the email and mobile phone number again. Miss S said this wasn't her email address but NewDay said it matched an email address it had on her other account. NewDay didn't believe it was a fraudulent payment. And so it said Miss S had to pay it.

Miss S complained to us. Our adjudicator thought the complaint shouldn't be upheld because the details held by the ticket company matched those held by NewDay. So she decided it was reasonable for NewDay to say Miss S should pay for the purchase. Miss S disagreed with the adjudicator's view and asked for the matter to be looked at again. She added that she could prove she wasn't at the concert in April. And that possibly someone else could've used her details which she left on an application form for a store card.

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 that, I've decided not to uphold this complaint and I'll explain why.

I can see that NewDay took Miss S's complaint very seriously. So it quickly refunded the money to her and then tried to get that sum back from the ticket company. And as I'd expect, NewDay gave the ticket company a chance to explain why it shouldn't pay the money back.

I've seen the booking form from the ticket company. It shows that Miss S's home address, email address and mobile phone number were quoted at the time of the sale. And NewDay told us this email address was the same one it had on another account for Miss S. The ticket company also said the tickets were delivered to Miss S's home address. NewDay thought it wasn't the usual behaviour for a fraudster to order tickets on someone else's card and have them sent to the account holder's home address. As a result, and with no further evidence from Miss S, NewDay decided it was an authorised payment and it took the refund back from her account.

I know Miss S had had the card before and after the ticket transaction (because she agrees that she used it for authorised purchases) so it's difficult for me to conclude that someone else used her card without her permission. And it's more likely that she used it herself to buy the tickets. Miss S later told us she didn't attend the concert. But, whether she did or not, it won't actually help to confirm that she didn't authorise the payment.

Miss S added that someone else may have used her details because she left them written on an application form for a store card. But again, I don't think this is the most likely explanation. If someone else did use her details from that application form, then I don't think they could've easily gained access to the tickets which were sent to her home address.

Taking everything into account, I think NewDay had enough evidence to decide it was most likely that Miss S had authorised the payment of £203. And I don't think NewDay was unreasonable when it took the refunded sum back from Miss S's account. So I don't think it did anything wrong here.

my final decision

My final decision is that I do not uphold this complaint and I make no award against NewDay Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 14 September 2015.

Amrit Mangra
ombudsman