

## **complaint**

Mr L complains that Bank of Ireland (UK) Plc (trading as the Post Office) has not refunded a number of payments which he says he did not authorise.

## **background**

Mr L complained to a bookmaker – which I shall call “M” – that about 70 online transactions on his betting account in June and July 2012 were not made by him. M declined to refund the money. Mr L then complained to the Post Office, because the payments had been made from Mr L’s Post Office credit card account. He also complained to the Post Office that other payments from the same card account to another gambling website – which I shall call “N” – were not made or authorised by him. He said he had been the victim of identity theft.

The Post Office declined to refund the transactions. It said that they were carried out using Mr L’s 3D secure password and nearly all of them were made from the same IP address as his genuine online payments.

Mr L was unhappy with the bank’s response and referred his complaint to this service. He said that his internet service provider had explained that his IP address was dynamic, not static, so it would have changed during the period of the disputed transactions.

The disputed payments totalled about £18,600. During the same period there were five credits to Mr L’s Post Office account that he also said he did not recognise, totalling about £8,200. Mr L wants the Post Office to refund his net loss – about £10,400.

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

- Most of the disputed transactions were made using Mr L’s genuine online gaming account with M. Whoever made the payments appears to have known his login and security details, which he says he has never divulged to anyone else.
- The bank’s records, as well as records supplied by M, show that nearly all the disputed transactions were made from the same IP address, which is the same address as the one used for his genuine transactions with M. In the light of this, the adjudicator was satisfied that disputed payments were made from the same location as the genuine ones.
- Even when internet service providers give customers dynamic IP addresses, that does not mean the address will change frequently. Dynamic IP addresses can remain the same for weeks at a time.
- There is no evidence that any funds from winnings from the bets placed with M were transferred to any external account. There were three credits back to Mr L’s Post Office credit card account, though he said he did not make them.
- Mr L had pointed out that the email address registered for his account with M was changed on the final day of the disputed transactions, and he said this was evidence that a third party had taken over the account. But M’s records show that the change was made from the same IP address that was used when Mr L first registered for his gambling account and carried out genuine transactions, in April 2012. The

adjudicator therefore thought it was unlikely that an unauthorised third party changed the email address.

- Mr L's email address was registered to the gambling account with N. The adjudicator considered it unlikely that a third party would have used Mr L's email address to set up an unauthorised gambling account with N.
- There was one other payment that Mr L disputed, to an overseas government service. The adjudicator said that bank records showed that the payment was made with Mr L's 3D Secure password and conducted from the same IP address as Mr L's genuine transactions.

Mr L disagreed with the adjudicator's conclusions. He made a number of points and I have considered them all. These are his main points, in summary:

- He did not accept the adjudicator's argument about the IP address. He had been advised by his service provider that the IP address can never stay the same. The fact that so many transactions appeared to be from a single IP address proves that someone was hacking into his account and masking their real IP address.
- Several of the transactions were from a different IP address – in the middle of the series of disputed transactions. How could the IP address change then revert back to the original one? The same issue arises with the April 2012 transactions and the change of email address.
- The interval between some of the transactions is less than five minutes. It is impossible for them to be carried out that quickly – unless they are being made in different locations by several fraudsters.
- Mr L had raised similar complaints about disputed transactions with other banks and gambling sites and they had made refunds.

### **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 for much the same reasons.

It is common ground that Mr L had an online gambling account with M. The disputed transactions were made using that account, from the same IP address that was used for Mr L's legitimate transactions. The payments were successful because Mr L's security passwords and codes were used. It is my view that these facts, taken together, strongly indicate that Mr L made or authorised the transactions with M. Similarly, the transactions with N used the same IP address and internet security details. Mr L says that he did not set up the gambling account with N, but I think it is likely that he made or authorised the transactions. I reach these conclusions 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.

Mr L says he has been told elsewhere that it would not be possible for his IP address to have remained the same over the period of the disputed transactions. I am not an expert on computer networking but I am satisfied that it is not unusual for a dynamic IP address to remain allocated for a long period. I am confident that the IP address evidence shows that

most of the disputed transactions came from the same location as the transactions that Mr L accepts as genuine.

Mr L also asks how some of the transactions could have IP addresses that are different from the others. In my view, that pattern might simply indicate that a few transactions were carried out when the account holder logged in from a computer at a different location.

Some of the disputed payments were made in quick succession. But that pattern of transactions is not unusual on gambling websites and I do not regard it as evidence of fraud.

Mr L says that other businesses have made refunds to him for transactions on other websites. But that does not mean that the Post Office must make a refund in this complaint. Individual cases are decided on their own facts. I have made my decision after considering all the evidence submitted by both parties about this individual complaint.

For the reasons given above, I believe that Mr L made or authorised the disputed transactions. So I do not find that the bank acted unfairly or unreasonably when it declined to refund them.

### **my final decision**

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

Colin Brown  
**ombudsman**