

## **complaint**

Mr O has complained that Bank of Ireland (UK) Plc ('the bank') was wrong not to pursue a chargeback claim with an online gambling company for a large bet that Mr O says he didn't authorise.

## **background**

Mr O accepts he'd placed three smaller bets with the company but not the much larger one which is the subject of this complaint.

The bank said the chargeback scheme didn't cover betting transactions, but Mr O should approach the betting company to seek confirmation he was due a refund or his account had been hacked. The company didn't provide that confirmation.

Mr O told the bank he'd looked into how the chargeback scheme worked, and it did indeed cover gambling transactions. He said he hadn't authorised the disputed transaction. He said around that time he'd reported his credit card as lost or stolen to the bank, and that the bank had marked Mr O's account as blocked because of suspicious activity. He also said the gambling company appeared not to have adequate safeguards against fraudulent transactions.

Mr O offered no explanation, apart from possible hacking of his account, for how the disputed transaction could have taken place if it hadn't been authorised by him. Nor did Mr O explain what benefit the fraud could bring to a fraudster, when the proceeds of any successful bet would have been credited to Mr O.

Our investigator didn't uphold Mr O's complaint. He said the core issue was whether Mr O had authorised the disputed transaction. Having considered all the available evidence, including the evidence he'd asked for and received from the gambling company, the investigator concluded Mr O had indeed authorised the transaction.

In particular, having noted among other things that the payment was made via the same device and IP address as on previous occasions, he concluded (a) the payment from Mr O's account with the bank had been duly authenticated and (b) Mr O had consented to and authorised the payment.

Mr O didn't accept the investigator's conclusions and replied twice making various points, which the investigator responded to before referring the complaint on to an ombudsman.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm sorry to disappoint Mr O but I too have decided his complaint doesn't succeed. There's little I'd wish to add to what the investigator has already said.

The investigator was right to concentrate on the question whether Mr O in all probability authorised the disputed transaction. I too think the evidence points to Mr O having done so, for the reasons the investigator gave.

Mr O has referred to other issues which he argues should give him the benefit of the doubt – for example what he sees as the deficient security of the gambling company's website or the bank having flagged/blocked his account for suspicious activity around the time of the disputed transaction (which isn't supported by the evidence I've seen).

But these are secondary issues, if, as I think he did, Mr O authorised the transaction. If he did so, the other issues are irrelevant.

As I've concluded Mr O authorised the disputed transaction, it follows I don't think Mr O can be any worse off for the bank not having raised a possible chargeback with the gambling company.

**my final decision**

I don't uphold Mr O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 15 February 2020.

Roger Yeomans  
**ombudsman**