

## **complaint**

Mr S complains that the Royal Bank of Scotland Plc (RBS) is holding him responsible for a number of transactions he didn't make or authorise.

## **background**

Mr S contacted RBS in April 2017 to dispute seven transactions to an online gambling business on 21 April 2017. But RBS declined Mr S' fraud claim. It said that the credits that facilitated the disputed transactions were made to Mr S' account with the gambling business in April and May 2017. And it didn't think the transactions looked fraudulent.

After this, Mr S complained to us. He said he had made some of the transactions he had originally disputed, but he didn't recognise the last two for £1,000 each. He told us that his debit card and phone were stolen on the day they were made, and his account with the online gambling business had been open on his phone shortly before it was stolen. He also told us that his phone wasn't password protected.

Our adjudicator didn't think that Mr S' complaint should be upheld. She said:

- any winnings would've been credited into Mr S' account with the online business. So a third party fraudster wouldn't be able to access the money. So she didn't understand why such a person would make the disputed transactions.
- there was a big gap (more than eight hours) between the transactions Mr S disputes. Our adjudicator thought it was unlikely that Mr S's gambling account would've remained open and logged in over this period of time.

In the circumstances, our adjudicator understood why RBS didn't refund the transactions.

Mr S is also unhappy that RBS closed his account. Our adjudicator said that she could see that RBS had given him notice before it did this, and that it's entitled to decide who it provides an account to. In the circumstances, she didn't think RBS needed to do anything to resolve the complaint.

Mr S remained unhappy. He didn't think he has been taken seriously. So I've been asked to review this complaint.

## **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 I don't think this complaint should be upheld further. I'll explain why.

### *disputed transactions*

Mr S hasn't been very clear about what happened on the day the disputed transactions were made. He told us that he was at home and went outside for a smoke. Later he slept, and when he woke up and he realised that money was missing from his RBS account. He hasn't been clear about a number of things including when his phone and wallet went missing, and who was in his home when he went for a smoke.

However, there's no dispute that the disputed transactions were made from Mr S' phone and online account with the gambling business.

The two transactions Mr S disputes were each £1,000 transfers from his RBS account to his account with the online gambling business. To access that money (and any winnings) a third party would've had to have been able to access Mr S' online gambling account, and be able to transfer money to an accessible account. It's not clear to me how an unknown third party could've done this on the basis of the information Mr S has told us.

I appreciate that Mr S says his phone was unlocked when he went for a smoke, and that his phone wasn't password protected. But the two transactions Mr S disputes were many hours apart. I also think it's unlikely that an unknown third party would've been able to stay logged into Mr S' online gambling account for so long.

In the circumstances, and taking this matter as a whole, I understand why RBS didn't uphold Mr S' fraud claim and reimburse him for the money he says he lost.

#### *closure of Mr S' account*

Mr S complains that RBS closed his account. I understand why he's unhappy about this. But RBS was entitled to close Mr S' account after it had given him notice that it was going to do so. That's because a bank is entitled to end its banking relationship with a customer by closing accounts they hold with it - just as a customer is entitled to decide to end their relationship with a bank. It doesn't have to give reasons for this.

#### **my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 January 2018.

Laura Forster  
**ombudsman**