

complaint

Mr T complains that HSBC Bank plc will not refund debit card payments made from his account to an online gambling site.

background

Mr T says that he agreed to let his friend use his online gambling account, and provided two deposits of money with his debit card details. Mr T says that, having lost the money he had gambled, his friend then used his card details without his knowledge to make a series of unauthorised payments to the gambling site.

Mr T considers that HSBC should refund these payments because he had not given his friend permission to use the card details to make further deposits. He also believes that HSBC's security systems should have identified the transactions as suspect, and stopped them.

HSBC did not accept that it was liable for the disputed transactions, or that they were out of keeping with previous card usage on the account. So it was not willing to refund the payments. As things were not settled, Mr T brought his complaint to this service where an adjudicator investigated it.

From the evidence, the adjudicator considered that even if – as he says – Mr T was unaware of the exact transactions his friend had made, the access Mr T had given to the card details were such that the transactions should be regarded as having been authorised by him. Because of that, the adjudicator did not recommend that HSBC should refund Mr T.

Mr T did not agree with the adjudicator's conclusions and asked for the complaint to be reviewed. He provided details of text messages between him and his friend, following the disputed transactions.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr T has provided details of the circumstances in which he says he allowed a friend to use his online gambling account, and also of how he came to make the first two deposits with his card for a friend to use for play.

Mr T says he did not give this friend permission to go on playing on his account, or to make further deposits – which he considers means HSBC must give him the money back. But, even if Mr T did not make the additional deposits for this friend, I consider that – by allowing the friend access to a site in which his details were stored, and in the circumstances that he has described – he effectively authorised the transactions.

In all the circumstances of this complaint, including the relevant law and rules, I do not consider that HSBC is liable for the disputed transactions and so I find that it is not required to refund them.

Given that Mr T customarily uses his card to make sequences of gambling transactions, I do not accept that there was any reason for HSBC to intervene and stop the disputed transactions (which were made to Mr T's online gambling account).

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T to accept or reject my decision before 8 June 2015.

Jane Hingston
ombudsman