

The complaint

Mr W has complained Clydesdale Bank plc, trading as Virgin Money, won't refund £183.68 for disputed card transactions.

What happened

Mr W noticed transactions he didn't recognise as his in April 2023. Mr W contacted Virgin Money. They issued Mr W with a new debit card but wouldn't refund the money as they could see these transactions were made on the same device that previous card transactions had been made.

A month later Mr W contacted Virgin Money again. Further transactions had been made using his new card details. Mr W complained to Virgin Money that he'd not made these transactions. Virgin Money investigated but wouldn't refund Mr W.

Mr W brought his complaint to the ombudsman service.

Our investigator reviewed the evidence. She noted the evidence confirming that Mr W's device had been used to make the card transactions with two different debit cards. She felt there was no other option but to conclude that Mr W authorised these transactions.

Still unhappy, Mr W has asked an ombudsman to consider his complaint. Mr W has been unable to provide any further evidence.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr W's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

To help me come to a decision, I've reviewed the evidence Virgin Money provided as well as what Mr W has told us.

I don't believe these transactions were carried out by anyone else. I say this because:

- Virgin Money's evidence indicates that these transactions were all made on the same device – Mr W's tablet – that had been used for earlier non-disputed card transactions.
- Mr W held two different cards with separate 16-digit numbers during the period of the disputed transactions. Someone else would have had to have known this, locate both cards as well as use Mr W's tablet. I think this scenario is unlikely.
- Mr W has confirmed that he occasionally uses gaming websites, but I accept he has denied using these sites. Both websites related to these transactions are gaming related. I can see initial transactions to both websites on 15 March 2023 which Mr W didn't dispute for £3. I think it's likely Mr W may well have accessed these sites and signed up to a recurring transaction. He may not have intended to do so. But as this was also done after Mr W received his replacement debit card with its new 16-digit number, I think it's most likely Mr W authorised these transactions.

Overall I'm satisfied there's sufficient evidence to show Mr W authorised these transactions. I won't be asking Virgin Money to refund him.

My final decision

For the reasons given, my final decision is not to uphold Mr W's complaint against Clydesdale Bank plc, trading as Virgin Money.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 30 November 2023.

Sandra Quinn
Ombudsman