

The complaint

Mr D complained that The Co-operative Bank plc hadn't refunded him for transactions to a betting firm, which he said he didn't authorise.

What happened

In the evening of 13 April 20223, Mr D rang The Co-op to report that he'd lost his card. He said his basic bank account showed seven transactions to a betting firm, totalling £120, which he said he hadn't authorised. The Co-op stopped his card and issued a replacement.

The Co-op noted on Mr D's account that a refund for the fraudulent transactions had been issued. So when Mr D rang again, he was told this had happened, but in fact it hadn't yet been done. The £120 refund did credit Mr D's account on 19 April.

From 16 April onwards, Mr D sent multiple messages of complaint. He said that when he'd phoned to report the fraud, the adviser had had a bad attitude. He said it had taken him 6 hours to get through and he'd been hung up on 6 times. He wanted compensation.

The Co-op's final response to Mr D's complaint, on 22 April, said that it had credited Mr D's account on 19 April. It also paid Mr D £30 for the cost and time he'd spent on the phone trying to resolve the complaint.

Mr D wasn't satisfied and contacted this service about the £120 of transactions. He said he couldn't pay bills, and wanted a refund and compensation for the distress.

Our investigator didn't uphold Mr D's complaint. He said The Co-op had refunded Mr D in full for the £120 of disputed transactions on 19 April, six days after Mr D reported them. And The Co-op had also paid Mr D £30 after it incorrectly told him the money had already been refunded, when in fact it was still being progressed. The investigator told Mr D that was a fair and reasonable figure and he didn't recommend that The Co-op should pay Mr D any more.

Mr D and the investigator exchanged further emails. In summary, Mr D said that there had been two subsequent occasions when there had been multiple betting transactions which he said he hadn't authorised. He said The Co-op had issued cards which he hadn't received, and he said The Co-op wasn't keeping his money safe by preventing transactions. He said that each time it happened, he'd gone six or seven days without hundreds of pounds which he needed for daily living.

Our investigator explained that we could only consider the seven transactions totalling £120 which Mr D had complained about to The Co-op, and had then brought to us. If he wanted to complain about further transactions, he'd have to complain to The Co-op first. Mr D didn't agree and asked for an ombudsman's decision.

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.

There are rules which set out what this service can and can't consider, and consumers need to give the financial business a chance to sort things out before bringing a complaint to us. When Mr D completed the complaint form to us, he said his complaint was about £120 of disputed transactions over three days. Those transactions are the ones covered in The Co-op's final response to Mr D on 22 April. I understand there were further betting transactions after then, but they can't form part of this complaint. So this decision relates only to the seven transactions from 11 to 13 April 2023 which totalled £120.

The Co-op refunded those seven betting transactions to Mr D's account on 19 April. This was six days after he reported them, which I find was reasonable.

I recognise that on one of the occasions when Mr D contacted The Co-op, it wrongly told him that it had already credited his account when it hadn't. But The Co-op paid Mr D £30 for the inconvenience of this incorrect information and for his time and costs in reporting the problem.

I note that when Mr D complained to The Co-op, he said that the original call handler had had a bad attitude; that he'd been hung up on 6 times; and that it had taken him 6 hours to get through. But the transcript of Mr D's first call on 13 April doesn't mention any of these. I'd have expected that he would have raised these points then.

Mr D also said in his complaint form to us that he'd lost over £150 in late fees because of this. But I've seen no evidence that any charges were made to Mr D's account, even though the betting payments sent it into unauthorised overdraft.

In considering compensation, we're all inconvenienced at times in our day-to-day lives – and it's not unusual to experience a certain level of frustration and minor annoyance when dealing with financial businesses. But for us to make an award we'd need to see that the impact of a business's mistake was more than what someone would expect to experience in everyday life. I find that the £30 which The Co-op paid Mr D was fair and reasonable for its error in telling Mr D the money had been refunded when it hadn't yet been processed, and any time and cost problems. I consider that The Co-op doesn't have to pay any further compensation for this complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 October 2023.

Belinda Knight
Ombudsman