

The complaint

Ms S has complained Advanced Payment Solutions Limited, trading as Cashplus Bank, won't refund transactions she didn't authorise.

What happened

In 2022 Ms S noticed debits to her Cashplus account from a specific merchant (who I'll call J). She complained to both J and Cashplus.

J confirmed they'd closed her subscription and refunded her £90.45. Cashplus wouldn't refund any further money as their evidence suggested Ms S had authorised the first payment and signed up to a recurring transaction arrangement.

Ms S brought her complaint to the ombudsman service.

Our investigator reviewed the evidence and what services J offered. She felt this showed Ms S must have signed up to a subscription agreement so wouldn't ask Cashplus to do anything further.

Distressed at this outcome, Ms S didn't understand how she couldn't be refunded for transactions she hadn't permitted. She's asked an ombudsman to consider her complaint.

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 Ms S'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. Other factors do apply but nothing else specific in Ms S's case.

So to help me decide what happened, I've looked at the evidence of the transactions, what services J offers, as well as what Cashplus and Ms S have told us.

Overall I believe the evidence shows Ms S authorised the disputed transactions. I say this because:

- J offers a subscription service. The payments made from Ms S's Cashplus account follow the type of payments, for a subscription service which initially charges €2, I'd expect to see by anyone signing up to this service.
- Websites which offer subscription services and allow them to take recurring transactions are required to ensure customers are aware they're signing up to regular payments. All the evidence I've seen suggests this is what happened here.
- Cashplus's evidence shows Ms S properly authenticated and consented to the €2 payment.
- When Ms S confirmed she allowed a payment for €2 to be made, I think it would have been clear to her at the time that she was also signing up to other payments for which she would receive services. I find it odd Ms S couldn't confirm what she thought she was buying for €2. It's worth adding I'm not making any judgement about whether J's services are good value for money as that's not the point I'm considering here.
- J confirmed Ms S held a subscription with them which they then cancelled and refunded some transactions.

Taking all this into account, I'm not going to ask Cashplus to do anything further.

My final decision

For the reasons given, my final decision is not to uphold Ms S's complaint against Advanced Payment Solutions Limited, trading as Cashplus Bank.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 9 October 2023.

Sandra Quinn
Ombudsman