

## **The complaint**

Mr T complains Tesco Personal Finance PLC trading as Tesco Bank (“Tesco Bank”) refuses to refund him for transactions on his account he says he didn’t authorise.

## **What happened**

Mr T says two transactions, totalling £532.11, were taken from his account in July 2022 without his consent. Mr T says he gave his partner (P) permission to use his card to sign up for a subscription service in 2019, but he did not authorise the two payments which were taken in July 2022.

Tesco Bank say that as Mr T gave his partner permission to sign up to a subscription service in 2019 which has not been cancelled, these additional subscription payments are authorised.

Our investigator considered all the evidence in this complaint and decided not to uphold it. Mr T was not happy with this, so the complaint has been passed to me for a final 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.

A consumer should only be responsible for transactions made from their account that they’ve authorised. Mr T has said he didn’t give any permission for the transactions in dispute to be made but Tesco Bank believes he did. My role then is to give a view on whether I think Mr T more likely than not authorised the transactions, based on the evidence I have available.

The transactions in dispute were made using Mr T’s credit card details. But I’ve not been provided any evidence to suggest that these details were compromised. In fact, Mr T has told us himself that he gave his partner permission to use his details to sign up for a subscription service in 2019 provided by the merchant. And I’ve not seen any evidence that this subscription was cancelled. Mr T says his partner is now caring for a family member so would not have taken note of the advance notice of subscription she was sent in June 2022. However, this doesn’t mean the payments were not authorised. In fact, based on what Mr T has said, I think he authorised these transactions by giving his partner consent to use his card to sign up to this subscription service.

Mr T says he gave permission for his partner to use his card for the payment in 2019, and his partner no longer has a need for the service this subscription provides. But, like I’ve said above, I’ve not seen any evidence that the subscription was cancelled by either Mr T or his partner. I’ve seen from Mr T’s statements that payments were made to the same merchant in 2020 and 2021 – but Mr T has not disputed these payments. Had Mr T no longer wanted this merchant to have authority to take the annual subscription payments, this should have been cancelled by himself or his partner.

I have considered what Mr T has said about the issues experienced by his partner. I am sorry to hear of the difficulties they have faced. However, this doesn't change the evidence relied on and I am unable to say that these payments were not authorised on this basis.

**My final decision**

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 11 April 2024.

Sienna Mahboobani  
**Ombudsman**