

## **The complaint**

Mr B complains Tide Platform Ltd (“Tide”) has refused to refund him for transactions on his account he says he didn’t make.

## **What happened**

Mr B says he was abroad on holiday in September 2023 when his drink was spiked on a night out. He says several transactions were made on his account which he didn’t authorise, and he thinks these were done after he was spiked.

Tide says it has found inconsistencies with Mr B’s version of events from that time. It says the transactions were all authenticated using Mr B’s PIN via ApplePay and carried out using the same device used by Mr B previously for genuine banking activity. And as it has not been able to identify how Mr B’s PIN was compromised it says it’s likely these transactions were authorised by him.

Our investigator considered all the evidence in this case and decided not to uphold it. Mr B wasn’t happy with this outcome, so the complaint has been passed to me for a 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.

When considering what’s fair and reasonable, I’m required to consider relevant law and regulations; the regulator’s rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

The relevant law surrounding authorisations are the Payment Service Regulations 2017 and the Consumer Credit Act 1974. The basic position is that Tide can hold Mr B liable for the disputed payments if the evidence suggests that it’s more likely than not that he made or authorised them.

Tide have provided evidence to show that all the transactions were made using ApplePay on his usual device that has been used for undisputed transactions. And Mr B has told us that he still has this device. Tide have also provided evidence that all the transactions were verified by PIN. This means that Mr B’s genuine device and PIN were used for all the transactions in dispute. Mr B has told us that his PIN was not written down anywhere and he didn’t share this with anyone else. So, with no evidence on how someone else could’ve known his PIN, I think it’s more likely than not that he authorised these transactions himself.

I’ve considered what Mr B has said about being spiked at the time. But Mr B told us that he was unconscious after the drink and the fraudsters accessed his phone and made the

payments while he was unconscious. But this doesn't explain how anyone else was able to make transactions using Mr B's PIN number. Mr B told us that the first drink he had in the bar was paid for by another account and was verified with face ID – so there was no point in which the bar staff could've seen him enter his PIN. And without any evidence to show how Mr B's PIN was compromised I think it's more likely than not that he authorised these transactions.

I know this will not be the outcome Mr B is looking for, but with the evidence supplied I think it's more likely that Mr B authorised these transactions and so I am not upholding this complaint.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 March 2024.

Sienna Mahboobani  
**Ombudsman**