

## **The complaint**

Mr C is unhappy with Santander UK Plc because it hasn't refunded transactions to gambling websites which he's says he didn't authorise.

## **What happened**

The details of this case are well-known to both parties. And prior to issuing this final decision I've discussed the circumstances with Mr C directly. And so I don't intend to set out a detailed background here.

- Mr C raised a dispute with the bank regarding card payments to two different gambling websites. The transactions flagged by him were made between 15 June 2020 and 30 June 2020 with website 1 and 8 July 2020 with website 2.
- There was a misunderstanding about what chargeback reason should be used for the dispute. Mr C and Santander began discussing this issue on 8 July 2020.
- There were then a series of things Mr C was unhappy about. These included the time it was taking to process his claim and missing disclaimer forms.
- The bank paid Mr C a total of £180 for errors it had made over the course of his dispute.
- Santander ultimately didn't refund Mr C's dispute. It said he hadn't received the properly completed forms back once it had fully established the details of his dispute.
- Mr C brought his complaint to this service as he thought he'd done all he needed to and believed he was still due a refund.

## **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.

I've already explained to Mr C that I wouldn't be upholding his complaint. One of the main reasons for this is that I believe he's been disingenuous when bringing the dispute to us and I don't believe he's come to us with clean hands.

I say as much because, once the complaint came to us, Mr C's description of the dispute changed significantly compared to what he told the bank. He's said to us that the transactions that are the subject of this complaint were unauthorised; he says he didn't make them at all. He also says that is what he's told to the bank all along. But the evidence does not support that position.

The bank has been able to supply a lot of notes from different conversations it had with Mr C. Nowhere within the notes is fraud mentioned. There's no discussion about unauthorised transactions.

Instead, I can see the dispute was originally raised as goods and services not received, which Mr C disagreed with. He told the bank it ought to have been raised as incorrect amounts taken.

There's further evidence of how Mr C described his dispute in the form of the first disclaimer that Mr C completed and submitted to the bank. He's clearly selected on the form, which asks to confirm the reasons for the dispute, 'refund not processed' and 'goods and services not received'. There was an option on the form to set out any reason for the dispute that wasn't listed. And so Mr C could have clearly set out that he was disputing ever having made or authorised the transactions. But he didn't do so.

Going back to the bank's notes, I can see there's a record of a conversation with Mr C on 10 July 2020. I've copied an excerpt from those notes below:

disputes advisor raises disputes for customer. customer explains payments should not have left account as self excluded from sites so should not have been able to use. line disconnects while discussing further disputes

I can clearly see from these notes that Mr C has discussed self-exclusion from the gambling sites with the bank. That would seem to fit more neatly with his earlier reasons for disputing the payments. It also fits with some of the evidence Mr C has provided where he discusses matters with one of the gambling sites. The person that writes to Mr C says that the payments he had made ought to have been stopped and refunded. That would seem to tie up with a self-exclusion too.

Despite this evidence Mr C has told us he had no idea what self-exclusion was or what it meant. Our investigator asked him about the subject and he claimed to know nothing about it. But the evidence I've seen strongly points to that not being the case.

Mr C also spoke with the bank on 11 August 2020. In this call he claimed the bank had made another mistake in raising the dispute with regard to payments with website 1. He told the bank it wasn't supposed to have disputed payments made in June 2020; it was supposed to have raised the dispute on payments made in July 2020.

It's unclear why Mr C would have signed a disclaimer that clearly stated transactions for June and not July. Clearly that wouldn't have been right. And it would also mean that Mr C was saying by this time that the payments in June 2020 were in fact authorised and nothing had gone wrong with them. But that he was now saying something had gone wrong with the payments in July 2020. It would seem strange for him to have had genuine transactions to the gambling site one week and then disputed transactions the next.

Mr C has provided evidence of contact with one of the gambling sites. I can see he's used a live chat function to discuss possible accounts held in his name and he looks to be seeking some account history. And whilst I agree with Mr C when he says it shows that the gambling site can't find a record of successful deposits to some specific accounts, what it does show is that he was aware of at least two different usernames for that website. That indicates to me that he knew he had multiple accounts with the gambling site. And from that I believe it's more likely than not he knew about other accounts and the activity on them.

I have asked Mr C about all of the above issues to see if he can offer a reasonable explanation. But he's not been able to do so.

Overall I find that Mr C has changed his version of events significantly and contradicted himself too many times for his evidence to be considered reliable. Further to that, he's given no explanation for how someone else might have obtained all of his personal information and card details to make the disputed payments without his authority. And it's true that Mr C does use gambling sites regularly. And so, with all of that in mind, I'm persuaded it's more likely than not Mr C did know about the payments he's disputed and that he did authorise them.

That means, even if I thought Santander had made an error with the dispute process (which I'm not persuaded it did), it wouldn't be fair and reasonable for me to say Mr C should now be refunded.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 16 October 2021.

Ben Murray  
**Ombudsman**