

## **The complaint**

Mr G complains that Santander UK Plc won't refund a number of payments made from his account which he says he didn't make.

## **What happened**

In September 2020, a number of payments were made out of Mr G's account which he says he didn't make. The payments were all made on the same day to an online gambling company, totalling around £1,800.

Santander investigated the payments but said they had all been made from the same device and IP address used to make other payments Mr G wasn't disputing and that money for the payments had been moved from another account in Mr G's name just before they were made. So it didn't agree to refund them. Mr G wasn't happy with Santander's response, so referred his complaint to our service.

One of our investigators looked at the complaint and said they thought it was likely Mr G had authorised the payments himself, so they didn't think Santander should have to refund them. Mr G disagreed, so the complaint has been passed to me.

## **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.

Generally a business can hold a consumer liable for disputed transactions on their account if the evidence suggests it's more likely than not that they made them themselves or told someone else they could make them.

Santander has sent us technical evidence showing how the payments were made. And from this, I'm satisfied the payments were all made using Mr G's genuine card and online banking details. But this, on its own, isn't enough to allow Santander to hold Mr G responsible. So I also need to think about whether the evidence suggests it's more likely than not that Mr G consented to the payments.

I've thought very carefully about this and I think it's a finely balanced matter in this case. But where the evidence available is unclear or inconclusive, I must make my decision on what I think is likely to have happened, based on the evidence I do have.

Mr G says he's never given told anyone else his online banking details. But, if this is the case, I can't see how someone other than him would have been able to log-in to his online banking in order to make the payments.

Santander's evidence also shows the payments were all made using the same device and IP address as several previous payments, and as several log-ins to Mr G's online banking both before and after the payments – which Mr G accepts were done by him. And Mr G has said no-one else has access to his phone. So, for someone else to have made these payments,

they would have had to gain access to Mr G's phone, while likely in his house, and return it to him without him noticing. And I think this is unlikely.

The disputed payments were all also funded by money being moved from another account in Mr G's name, which isn't the sort of behaviour I'd expect to see from a fraudster. And there are a number of payments out of Mr G's account to similar online gambling companies around the same time, which Mr G accepts were done by him.

I appreciate how Mr G feels about this case, but I'm afraid the evidence isn't in his favour. And, based on the evidence I have, I think it's likely Mr G either made the transactions himself or authorised someone else to do so.

It therefore follows that I don't need to look into whether the payments were unusual in comparison to Mr G's usual activity on the account or whether Santander should have identified the payments as potentially fraudulent as, even if it had done so, I think it's likely Mr G would have confirmed he had authorised them.

So I think Santander has acted reasonably in holding Mr G liable for the payments and I don't think it needs to refund the payments to him.

### **My final decision**

I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 January 2022.

Alan Millward  
**Ombudsman**