

## The complaint

Mr B has complained that Santander UK Plc held him liable for a transaction which he says he didn't make or otherwise authorise, and that they closed his account.

## What happened

Both sides are most familiar with the case, so I'll summarise things in brief.

In February 2021, a £10 card payment was made from Mr B's Santander account to a gambling merchant. It originally showed up as being a payment made in a shop. Mr B disputed it, saying he hadn't been to that shop that day.

Santander looked at things on their end and found this was actually an online payment, made at the same time as Mr B's other genuine online payments to the same merchant. They also raised the dispute with the merchant, who clarified that this was made via Mr B's genuine online gambling account with them, at the same IP address he normally used.

Santander held Mr B liable for the payment. They explained this was actually an online payment that had been miscategorised at first. But Mr B felt this was a conspiracy by the bank's employees.

Following this dispute, Santander gave Mr B notice that they were closing his account. Separately, the merchant also closed Mr B's account with them.

Mr B came to our service. Our adjudicator looked into things independently and didn't uphold the complaint. They explained that the evidence showed the payment was authorised by Mr B, and that Santander were allowed to close Mr B's account if they gave the appropriate notice, which they did here.

Mr B didn't agree, so the complaint's been passed to me to decide.

I sent Mr B and Santander a provisional decision on 15 August 2022, to explain why I didn't think the complaint should be upheld. In that decision, I said:

*First, I will clarify that this decision is only addressing the issues that Mr B originally complained to Santander about and the original case he brought to us – namely, the £10 disputed payment, and the closing of his bank account. Mr B has now raised a number of other issues, such as about the number of cards he had, or about other transactions he now thinks may have been fraudulent. He would need to complain to Santander about those issues first, and then if needed he can ask for our help with those issues as a separate case to this one. But I won't be considering those points here.*

*Broadly, Santander can hold Mr B liable for the £10 payment in dispute if he authorised it.*

*I'm satisfied from Santander's technical evidence and the evidence from the merchant that the payment in question was made online, and not in a shop. It looks like it was processed slightly differently to the other online payments Mr B made that same afternoon, and was just initially miscategorised. Sometimes, errors like that can happen.*

*The payment used Mr B's full correct card details. And I'm satisfied that Mr B received this card and that it was in his possession, since he's sent us a picture of it and he used it for other genuine payments. The payment went to Mr B's genuine online gambling account, which he's used since 2017 for both deposits and the withdrawals of his winnings, and which is set up in his name, at his address, using his email address and mobile phone – the same contact details he gave us.*

*The merchant found no signs of unauthorised access to this account, and the payment in question was made from the same IP address as Mr B uses for his online banking. It was also made just a few minutes after two genuine payments Mr B made to the same account with the same merchant on the same day, also online. I have not found any evidence of fraud, and there was no benefit for a fraudster to make this gambling payment, as any winnings would be paid to Mr B.*

*Taking everything into account, I find that Mr B authorised this payment.*

*I appreciate that this payment was miscategorised, and why this caused concern for Mr B. But the evidence is clear that this was a payment he made. It looks like it just had an error in how it got displayed. There is no evidence of Santander's staff doing anything wrong here.*

*I also appreciate that Mr B is unhappy with things the merchant said, and that the merchant closed his gambling account. It was the merchant's decision to close his account with them, not Santander's, and I cannot hold Santander responsible for anything the merchant said.*

*Lastly, I can understand why Mr B might be unhappy his bank account got closed. But just like Mr B can choose who he banks with, Santander can also choose who banks with them. They can close a customer's account so long as they give the proper notice – and I can see they gave Mr B enough notice here.*

*I understand that Mr B wanted to review his historic transactions and send us further evidence. It doesn't look like he has a copy of his historic transactions, so I've sent him a copy with this letter. And this is a provisional decision, rather than a final decision, which gives Mr B more time to send us any further evidence or arguments. But like I said at the start, it's worth bearing in mind that I am only considering Mr B's original complaint in this decision – the £10 disputed payment and the closing of his account. I won't consider any of his new complaints in this decision, such as about how many cards he had or about other payments he now thinks were fraudulent. And if Mr B wants me to consider his further evidence or arguments, he'll need to make sure we receive them before this provisional decision's deadline on 12 September 2022.*

*I said I'd consider anything else anyone wanted to give me – so long as I received it by 12 September 2022. Santander didn't send anything new. Mr B replied, which I'll talk about below.*

## **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.

In response to the provisional decision, Mr B raised a number of points. I've read his submissions and listened to his call with one of our managers.

I do need to reiterate that, as before, in this decision I can only address the complaint that Mr B originally made to Santander, and the complaint he originally brought to us. That was about the £10 disputed payment and the closing of his bank account. Mr B has now questioned other payments, and I understand he now feels his statements themselves may have been altered. But these are all substantially new points that he would need to raise as a separate complaint to this one. I cannot consider those points in this decision.

I will now turn to the points that I can consider.

Mr B reiterated that he didn't authorise the disputed payment. But as I explained before, it was made online using his full correct card details, for a card in his possession, via his genuine online gambling account, with no signs of unauthorised access, at the same IP address Mr B normally used, within a few minutes of Mr B's genuine payments on the same gambling account, and any winnings would have been paid to Mr B. I am satisfied that Mr B authorised this payment.

Again, I hope I can reassure Mr B that after looking closely at what happened I have not found any evidence of fraud, and there is no evidence of Santander's staff doing anything wrong here.

Mr B reiterated that the payment must have been made in a store using a cloned card, and he asked for a copy of that store's camera footage. But again, the payment was not made in a store or with a physical card – that was just an error in how it was displayed at first. It was made online, using Mr B's genuine card details, on Mr B's genuine online gambling account, in the same way Mr B made his other online gambling payments that same afternoon.

Lastly, Mr B suggested that Santander had made the merchant close his account. But that's not the case. It was the merchant's decision to close his account with them, not Santander's.

So while I appreciate that this is not the answer that Mr B was hoping for, having taken everything into account I still have not found that Santander did anything wrong here.

## **My final decision**

I do not uphold this complaint.

This final decision marks the end of our service's involvement in this case.

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

Adam Charles

**Ombudsman**