

## **The complaint**

Mr Y has complained Santander UK plc won't refund money spent on gambling transactions, which he believes should have been stopped. He's upset that Santander blocked a credit a gambling company tried to make to his account.

## **What happened**

After being out with friends one night, Mr Y got back home but couldn't remember much else that happened. He believes his drinks were spiked. The following day Mr Y realised £18,450 had been spent with gambling companies. He complained to Santander and asked them to block his card. They did this. Mr Y wanted Santander to refund him.

Santander reviewed their records of Mr Y's debit card usage. This showed transactions had been authenticated by Mr Y using his mobile app. The IP address also matched many previous transactions Mr Y had not disputed. Santander told Mr Y they wouldn't refund him as the transactions had been authorised by him.

Mr Y still believed Santander should have blocked the transactions because of the amount being spent. He was also concerned that after Santander had blocked his debit card, one of the gambling companies had tried to refund him £1,000 which he'd never been able to get. Information given to him by Santander had not helped. Unhappy with what had happened, Mr Y brought his complaint to the ombudsman service.

Our investigator wouldn't ask Santander to do anything further. She believed the evidence showed Mr Y had authorised the transactions. She wouldn't have expected Santander to have blocked these once they were satisfied Mr Y was making these payments.

She noted Mr Y hadn't been able to get back £1,000 from one of the gambling companies (who I'll call W). However the evidence he'd shared about this meant this seemed the fault of W and it wouldn't be fair to ask Santander to reimburse him.

Mr Y remained unhappy and has asked an ombudsman to consider his complaint.

## **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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr Y's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks to refund customers if they didn't make or authorise payments themselves. Other factors do apply but nothing that's had a major impact when I look at what happened in Mr Y's case.

To help me reach this decision, I've considered evidence provided to us by Santander and Mr Y. I've also noted what our investigator said in her view of 10 November 2022.

Firstly I believe there is no dispute that Mr Y authorised these gambling transactions. I appreciate Mr Y's memory was originally pretty unclear about the events of the relevant evening but the evidence about how his debit card was used and authenticated is convincing.

Specifically, I can see:

- The IP address for these disputed transactions is the same used by Mr Y for other non-disputed transactions;
- The transactions required additional authentication which was completed by Mr Y using his Santander app;

Santander would have certainly been reviewing Mr Y's transactions at the time he was spending more than £18,000. However this would have been to ensure the transactions were genuine and being carried out by Mr Y. Once satisfied by the additional authentication carried out, there would have been no reason for Santander to intervene.

I appreciate Mr Y believes Santander could have taken steps to block his card. However if they had done so, I think it's more than likely Mr Y would then have taken any necessary steps to unblock his card.

Mr Y had used his debit card previously for gambling transactions. I'm satisfied that a pattern of usage – of his debit card for gambling – had emerged so I wouldn't expect Santander to have intervened. I also note that at the time of these transactions, Mr Y spent less than half of the funds available in his account so Santander wouldn't have been prompted to follow up on any potential financial hardship concerns.

Mr Y is particularly concerned that W tried to refund him £1,000 and this transaction couldn't be made as his debit card was blocked at the time. This followed Mr Y asking Santander to block his debit card, which they did. I agree the information Santander gave Mr Y – including how to contact the relevant international card scheme – didn't help him get his money back but I don't believe this is now Santander's responsibility to put right.

Despite numerous attempts to contact W, Mr Y has been unable to get them to accept he had an account and that there remains an outstanding debt. Mr Y is aware that W is located and registered overseas so there is no ability to manage his concerns through the UK gambling authorities. I appreciate he has a valid dispute with W but I won't be asking Santander to refund him the money as this wouldn't be fair and reasonable. The original issue is the original transaction with W which Mr Y authorised himself. I've not seen enough to suggest the problems Mr Y has experienced were caused by Santander.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr Y's complaint against Santander UK plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 30 May 2023.

Sandra Quinn  
**Ombudsman**