

The complaint

Mrs M has complained that Santander UK Plc won't refund a transaction she says she didn't make or otherwise authorise.

What happened

In mid-2023, a £2,000 bank transfer was made from Mrs M's Santander account.

Mrs M says this wasn't her. She's explained she hadn't shared her security details or given anyone else access to her account. Her device was at home under lock and key, protected by a password no one else knew. She received one-time passcodes for other attempted payments afterwards, but she didn't use them. She argues that Santander should have flagged the disputed payment and taken further measures to check it was made by her.

Santander held Mrs M liable for the payment in dispute, as it had been made using Mrs M's registered device at her usual IP address, authenticated using her biometric fingerprint.

Our investigator looked into things independently and didn't uphold the complaint. Mrs M didn't agree, so the complaint's been passed to me to decide.

I sent Mrs M and Santander a provisional decision on 6 February 2024, to explain why I didn't think the complaint should be upheld. In that decision, I said:

Broadly speaking, Santander can hold Mrs M liable for the payment in dispute if the evidence suggests that she authorised it.

I'm satisfied from Santander's technical evidence that the payment in dispute used a registered device of Mrs M's, a valid login to her online banking, and her biometric fingerprint. So I can see the transaction was properly authenticated. The question, then, is whether the evidence suggests that it's most likely Mrs M consented to it or not.

The device in question had been registered by Mrs M in 2021 using a code sent to the same phone number she uses now, Mrs M used it for her previous genuine online banking activity, and she confirmed she owned that model of device. So I'm satisfied this was Mrs M's device. Mrs M explained that the device was at home under lock and key, protected by a password which no one else knew. She hadn't responded to any phishing communications, and I've not found any signs of third party or unauthorised access to her online banking. The device was used at an IP address which Mrs M used for her own banking activity before and after, so the person using it was on the same internet connection she normally used, such as her home internet. So I don't see a likely or plausible way the device could've been used without Mrs M's consent. But this does all fit well with the payment being authorised.

Mrs M said she hadn't shared or recorded her security details or given anyone else access to her online banking, so it's unclear how someone logged in without her consent. And the disputed payment was authenticated using Mrs M's registered biometric fingerprint. It's not likely or plausible that someone could've used Mrs M's fingerprint without her consent, whereas again, this all fits very well with the payment being authorised.

In summary, based on the evidence, there's not a likely or plausible way that the payment was made without Mrs M's consent. And I've not seen any evidence which makes it seem implausible or unlikely that Mrs M could've authorised the payment or given someone else permission to make it. That leaves only one likely possibility – that the disputed payment was authorised. Which means it's fair for Santander to decline a refund. This is a difficult message for me to give, and I know it's a difficult message for Mrs M to receive. But given the evidence I have so far, and the balance of probabilities, I'm currently unable to reasonably reach any other conclusion.

Lastly, I understand Mrs M feels that Santander should've flagged the payment and made further checks that it was really being made by her. But it was made from Mrs M's registered device, on Mrs M's internet connection, having successfully logged in with no signs of unauthorised access, authenticated using Mrs M's biometric fingerprint. So to Santander's systems, it really looked like it was authorised by the genuine customer – which is also what I've found to most likely be the case anyway. I don't see that Santander needed to carry out further checks on whether this payment was authorised or not.

I said I'd consider anything else anyone wanted to give me – so long as I received it before 20 February 2024. Santander didn't add anything further. Mrs M raised a further point, 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.

Mrs M said that the device used for the disputed payment was not one of the models she owned. She provided photos of the devices she used for all her previous legitimate banking transactions. She argued it was therefore a new device that was used, and so she looked forward to getting the disputed £2,000 paid to her.

But I'm afraid Mrs M is mistaken. While I appreciate that the technical data is not intuitive, the device model entry refers to a model identifier, or "hardware string". These are shorthand identifiers for the type of device, and don't refer to the generations in the way Mrs M thinks. The hardware string in question matches one of the devices Mrs M just sent us a photo of.

More importantly, as I found before, this device was registered by Mrs M in 2021 using a code sent to the same phone number she still uses now. She used this device for previous online banking activity in prior years. And it was accessed from the same internet connection that Mrs M used before and after. So I'm satisfied that this was one of Mrs M's registered devices. And as before, based on the evidence and the balance of probabilities, it's not likely or plausible that it was used to make the disputed payment without Mrs M's consent, not least given the use of the registered biometric fingerprint. The only likely possibility I've found is that the payment was authorised.

So having reconsidered the case, I've come to the same conclusion as before, and for the same reasons as set out in my provisional decision above.

My final decision

I do not uphold this complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 19 March 2024.

Adam Charles
Ombudsman