

## The complaint

Mr A complains that Santander UK Plc won't refund payments he says he didn't make or otherwise authorise.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. Mr A disputes a large number of payments made from his Santander accounts between May and July 2023. The payments include those made by both debit card and transfers and total several thousand pounds. Mr A says he didn't make or otherwise instruct these payments.

Santander concluded that Mr A had authorised the payments he was disputing. They pointed out that some had been confirmed on the phone or through mobile banking at the time of authorisation. They also said there was no plausible point of compromise for this to have been done by a third party and Mr A said he hadn't been tricked into making the payments or sharing any of his details. Santander did attempt to recover some of the transfers Mr A had made and I understand around £90 was returned.

One of our Investigators didn't recommend that the complaint should be upheld. She thought the position Santander had taken was fair. Mr A disagreed and asked for an Ombudsman to review his complaint. In September 2024 I issued a provisional decision in which I said:

*"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'm intending to reach the same outcome as our Investigator. But as my reasoning is slightly different, I'm issuing this provisional decision to give both sides a further opportunity to comment or submit evidence before finalising my decision.*

*Generally speaking Mr A should only be responsible for payments that he's instructed or agreed to. And with certain exceptions the relevant regulations (Payment Services Regulations 2017, PSRs) say that Santander should refund unauthorised payments. I've considered Mr A's complaint in light of this.*

*Amongst the payments Mr A disputes are transfers to a 'Mr H' for £1,749 and £200 which took place on 31 May 2023 and £25 which took place on 1 June 2023. I've listened carefully to a call that was made on 1 June 2023 at around 2pm. This call was between Santander and the same mobile phone number that Mr A has shared with our service. The context of the call was that a payment had been blocked as Santander wanted to check Mr A wasn't being scammed. During the call, the caller confirms some of the recent activity on the account which includes a payment for food and one to a sports shop a couple of weeks previously. The caller also shares some of the information from Mr A's debit card (such as the expiry date) and also provides Mr A's date of birth. The caller explains that Mr H is his cousin and that he is buying a car from him. Santander provided warnings against various*

scams and Mr A confirms he has the car, the logbook and that he's performed all the checks he needs to. He also confirms Mr H's account number and sort code and agrees a further payment of £1,150 whilst still on the phone. Crucially the disputed payments I've listed above are all also confirmed as genuine.

*I understand Mr A claims that it wasn't him on that call to Santander. But given the amount of information that was confirmed during the security checks, the fact that this call was made with Mr A's number and that the voice sounds very similar to other calls that are Mr A (such as when he reported the alleged unauthorised payments, which again was from the same phone number) – I think it's more likely than not that it was Mr A on that call. And given he confirms several of his disputed payments as genuine, this makes it very difficult for me to place a lot of weight on his testimony as credible or reliable evidence.*

*Santander have evidenced that the same device (and IP address) used to instruct many of the disputed payments had previously been used for payments which weren't disputed. This doesn't support Mr A's position that someone else was responsible.*

*Santander say that Mr A's mobile device (which was registered for mobile banking in 2022) was used to approve a significant debit card payment for £4,000 which is disputed. I'm more persuaded by what Santander have said and evidenced than I am by Mr A's testimony. I appreciate there are some unusual circumstances here. Mr A also said he wasn't behind a £6,000 credit to his account. He says this was a loan taken by hackers in a relative's name before being transferred to him. This also came shortly before the £4,000 debit card payment (so arguably the £4,000 debit card payment didn't cause him a loss in any case). Mr A has also provided some evidence to suggest that the £6,000 loan to his relative was written off due to it being fraudulent. I can't comment on the actions of that lender in relation to Mr A's relative. So I've taken account of what he's said, but it doesn't change my mind as to the outcome of this complaint.*

*Mr A's complaint is that he didn't make or otherwise instruct the payments he is disputing and he specifically told Santander he hadn't been tricked into sharing any of his details or making the payments. But I find the phone call during which he confirms at least some of those payments to be strong evidence. And it calls into question all of Mr A's credibility. As such, I can't fairly use Mr A's testimony as a basis to ask Santander to provide a refund or otherwise do more. I think it's likely that Mr A knows more about the payments he is disputing than he has shared with Santander or our service. The fact that Santander attempted recovery and some funds were received back is to Mr A's benefit and I don't think they are responsible for more not being recovered.*

*For the reasons outlined above, but subject to any further information I receive from either Mr A or Santander UK Plc, I'm not intending to uphold this complaint."*

Neither Mr A nor Santander responded to my provisional decision.

### **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.

As neither party had any further comments or evidence for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

**My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 12 November 2024.

Richard Annandale  
**Ombudsman**