

The complaint

Mr U complains that Santander UK Plc ("Santander") failed to refund a transaction he didn't recognise.

What happened

Mr U explained that he noticed a payment had left his account which he hadn't made. At the time of the payment, Mr U says he was returning from abroad. The payment was for future flights in Mr U and another family member's name.

Mr U notified Santander about the unrecognised payment. They provided a temporary refund while they investigated the charges using the chargeback process.

The chargeback was responded to by the airline who provided details of the tickets purchased using Mr U's card. The details included his contact telephone number and email address.

After receiving the evidence, Santander told Mr U they were taking the refund back because the merchant had showed the payment was authorised by Mr U. He disagreed and raised a complaint. He argued that he hadn't arranged the flight, it was at a time that wouldn't make any sense for him to travel, and the particular routing wasn't one that he would use.

Santander couldn't identify any compromise of his details and declined to refund the payment.

Unhappy with Santander's decision, Mr U brought his complaint to the Financial Ombudsman Service for an independent review. An investigator was assigned to look into the matter and both parties provided details of the complaint.

Mr U was able to say he was flying at the time of the payment, returning to the UK. He provided details of his flight and showed that the flight that he was disputing was never used. He argued that the documentation from the airline he'd been provided with didn't show the relevant details to show it was a legitimate booking. He believed it was some form of fraud. Mr U confirmed he retained his card, usually kept it on his person and hadn't given anyone else permission to make payments from his account.

Santander provided details of the payment taken using Mr U's card and information from the chargeback, including details of the booking/ticket in Mr U's name, together with another family member.

After reviewing the evidence, the investigator didn't think that Santander had acted unfairly. It was thought that the contact details on the booking were likely Mr U's, and this wouldn't be of benefit to a fraudster, even if they could obtain those details. The pattern of spending didn't indicate fraudulent use (there was no evidence to suggest any other disputed transactions). Reference was made to the actual booking details – which matched a return leg from the destination Mr U often travelled to in order to see family members.

The investigator concluded there was no evidence to suggest the payment was fraudulent and didn't uphold the complaint, believing the evidence showed Mr U was responsible.

Mr U continued to disagree and argued he wasn't responsible and didn't think the flight routing was legitimate in respect of his own travel. He said he had to reorder his card after it had stopped working. Mr U said he hadn't received any additional security to confirm the payment (such as a one-time passcode).

As no agreement could be reached, the complaint has now been passed to me for a decision.

As part of my own investigation, I asked Santander for some further detail concerning their payment audit which showed a message had been sent to Mr U, but no reply received, and the payment allowed to continue.

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.

The relevant law surrounding authorisations are the Payment Service Regulations 2017. The basic position is that Santander can hold Mr U liable for the disputed payment if the evidence suggests that it's more likely than not that he made it or authorised it, but Santander cannot say that the use of the card details for an online payment conclusively proves that the payment was authorised.

Unless Santander can show that consent has been given, it has no authority to make the payment or to debit Mr U's account and any such transaction must be regarded as unauthorised. To start with, I've seen the bank's technical evidence for the disputed transaction. It shows that the transaction was authenticated using the payment tools issued to Mr U.

It's not my role to say exactly what happened, but to decide whether Santander can reasonably hold Mr U liable for this transaction or not. In doing so, I'll be considering what is most likely on a balance of probabilities.

Mr U has denied making this payment and also said he didn't allow anyone else to use his details. It's the case here that the flight booking was made in his and another family members name, containing what appears to be the correct contact details (both phone and email). The flight itself was for a return leg from a destination used by Mr U when visiting family.

Mr U said he was on a flight home at the time of the booking and the message from Santander (which doesn't appear to have been responded to) supports this assertion. But, the issue for me here is to determine if Mr U is responsible (or not) for the payment. He's said no one else had permission to use his card, but having considered the evidence, I don't think it supports that position.

Given the very specific nature of the booking which related to a partial return leg from a destination used by Mr U, I don't think it's particularly plausible that this was somehow made by an unknown third party. When taken alongside the lack of other unrecognised card payments (which is typical of a stolen card), I think it's reasonable to conclude the booking was made on behalf of Mr U, using his card details. In such a scenario, Mr U would still be liable for the use of his card details – even if he hadn't made the payment himself because

whoever entered the card details into the booking most likely had his permission to use those details.

Whether there was a problem with the flight selection or it was just a mistake, I can't say, but I do think the balance of evidence points towards the transaction being made for Mr U.

Santander were unable to say what happened to the message they sent, but it appears this didn't prevent the payment from being processed through their systems. I can only conclude here that Santander's fraud prevention system didn't stop the payment based on the parameters operating at the time. I'm sure Mr U will argue that this meant he shouldn't be held liable, but having considered this particular issue, I'm not persuaded it cancels out the rest of the evidence pointing towards Mr U being responsible for the transaction.

I understand Mr U's strong belief that he shouldn't be held responsible for this payment, but my overall conclusions here are that it was more likely than not that Mr U, or someone acting on his behalf, used his card details to make the booking and it was both fair and reasonable that Santander took those instructions and used them to make the payment. So, I won't be asking Santander to make a refund to Mr U.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 6 October 2025.

David Perry
Ombudsman