

The complaint

Mr H says Santander UK PLC (“Santander”) refuses to refund him for transactions on his account he says he didn’t authorise.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr H complained about multiple transactions on his Santander account which were made online over the previous 13 months using his card details. All the payments were made to two common household merchants, but Mr H says he wasn’t responsible for any of these, and he wants Santander to reimburse them.

Santander says it thinks Mr H is responsible for the payments in dispute. It has relied on evidence that there are undisputed payments to the same merchants, and there is evidence of one-time passcodes (OTPs) sent to Mr H’s phone number and used to verify some of the payments. It says Mr H failed to report the disputed transactions for a long time, so it thinks it’s likely he was aware of them and made them himself.

Our investigator considered this complaint and decided not to uphold it. Mr H wasn’t happy with this outcome, so the complaint has been passed to me for a final 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.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Generally speaking, Santander is required to refund any unauthorised payments made from Mr H’s account. Those rules are set out in the Payment Service Regulations 2017. Mr H has said he didn’t carry out the transactions in dispute. I then have to give my view on whether I think Mr H did authorise the transactions or not.

Santander has provided evidence that all the transactions in dispute were made online using Mr H’s card details. This would’ve included the card number, expiry date and CVV code. Often the billing postcode is also required. The evidence of the transactions supplied by Santander shows a device ID for all the payments made, which I understand to relate to a combination of the device and the internet connection. For many of the transactions, both disputed and undisputed, the same device ID is listed. This means that whoever made the transactions in dispute had access to Mr H’s card details and his device. Mr H has not reported his device as lost or stolen and he hasn’t provided any explanation as to how he thinks these transactions might have occurred.

Santander has also provided evidence that Mr H has made undisputed payments to the two merchants in question previously and has also received some credits into his account from the same. I've also seen evidence some transactions were verified via 3Ds, which involved a code being sent to Mr H's registered phone number, and the transactions were approved after the code had been correctly entered in the merchant's website. So, it seems more likely than not that Mr H was responsible for making these transactions, or he allowed someone else to make them on his behalf.

The transactions considered in this decision span over 13 months (but I understand Mr H originally complained about transactions starting in 2022.) However, this was raised to Santander for the first time in October 2024. Mr H says he doesn't use online banking, so he wasn't aware this was going on. However, as outlined by the investigator, the evidence shows Mr H had checked his balance at ATMs several times during the period of the disputed transactions, which showed his balance had reduced significantly due to the disputed transactions. In response to this point, Mr H said he had other things on his mind, but I am not persuaded by what he has said here.

I've also considered the nature and frequency of the transactions, and from what I've seen I can't say these payments are likely to have been carried out by a fraudster. Usually when a third-party gains access to someone else details and can make payments or extract funds they do so as quickly as possible before the account holder realises. The transactions in question are for relatively low value individually and occur steadily over the course of 13 months. Which is not indicative of fraud.

I know this outcome will come as a disappointment to Mr H, but for the reasons outlined above, I am not upholding this complaint. It seems more likely than not the transactions were authorised, and so I am not asking Santander to refund them.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 July 2025.

Sienna Mahboobani
Ombudsman