

The complaint

Mr W says Santander UK PLC (“Santander”) refuses to refund him for transactions on his account he says he didn’t authorise, and it failed to provide him the information he needed to claim these payments back from the merchant.

What happened

The facts of this complaint are well known to both parties, so I see no reason to repeat them in detail here.

Mr W says he noticed over 100 transactions on his account all to the same merchant, which he didn’t authorise. He says he contacted Santander to ask it to investigate and refund all these payments. Mr W then received a refund of some of the payments, but he reached out to Santander to ask about the remaining transactions in dispute. Santander responded with its outcome to the complaint, saying it didn’t uphold it, and it wouldn’t be refunding any of the disputed payments. Mr W says he contacted the merchant, and it agreed the transactions were fraudulent and would refund them. But to do so, Mr W says the merchant asked for the transaction ID’s of the payments which Mr W hadn’t yet received refunds for. Mr W is unhappy Santander hasn’t refunded all the transactions in dispute and hasn’t provided the transaction IDs as requested. He says Santander ought to raise chargebacks for the remaining payments or provide the transaction IDs for him to claim from the merchant directly.

Santander says it has considered Mr W’s complaint and the information recorded about the payments. It says the transactions were all verified by 3DS – either by a one-time passcode (OTP) sent to Mr W’s registered phone number or verified in the Santander mobile app on his registered device. Santander says its systems didn’t detect any evidence of remote access on his banking app, and Mr W confirmed his SIM had not been cloned. So, it says there is no evidence of third-party involvement here and Mr W must have made the payments himself. In relation to the transaction IDs Mr W requested, Santander says it wouldn’t be possible to provide this information and Mr W should provide the merchant with his statements instead.

Our investigator also considered this complaint and decided not to uphold it. Although she identified the transactions were carried out on a different device, she was persuaded by the evidence that shows the 3DS verification carried out on Mr W’s device and sent to his registered phone number. So, she felt it wouldn’t be fair to hold Santander liable for the payments that Mr W likely approved. Mr W 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 W's account. Those rules are set out in the Payment Service Regulations 2017. Mr W said he didn't carry out the transactions in dispute, but Santander says the evidence suggests he did. So, I have to give my view on whether I think Mr W did authorise the transactions or not.

The evidence provided by Santander shows that these were all online payments to the same merchant between September and November 2024. This means Mr W's card details were needed, and potentially his billing address or postcode. Mr W hasn't reported his card lost or stolen, but there are several ways these details could be compromised, so this alone doesn't persuade me Mr W made these payments.

Santander has also provided evidence that all the disputed payments were verified using 3DS – which is a system where a one-time passcode is sent to the phone number registered with the bank, or a request is sent to be approved in the Santander mobile banking app. Mr W says his phone is protected with a passcode and Face ID, and the transactions were carried out over three months. So, it's highly unlikely anyone else was able to get into Mr W's phone to approve all these payments without Mr W knowing.

There are no known instances where 3DS verification has been bypassed without being completed correctly. And if the wrong code is entered, or the app notification is not approved, the transaction is cancelled. So, I think it's likely this was completed using the codes sent to Mr W's phone, or through his app. Mr W has confirmed that his SIM hasn't been cloned, and he says he hasn't clicked on any suspicious links or downloaded any suspicious apps recently. So, there is no evidence of a compromise here and without this, it seems more likely Mr W approved these payments.

Mr W says he has recently heard of phone cloning which was happening in an area he had just visited. But again, there are no known instances of this that we are aware of. The software which Santander uses to identify remote access or access from an intruder third party didn't flag anything suspicious here. And having thought about the type of transactions made, it seems unlikely a fraudster would be making such transactions as they stood to make no financial gain from the type of payments made. So overall, I am not persuaded the transactions were unauthorised, so I won't be asking Santander to refund them.

I understand Mr W has received a refund from the merchant for 98 out of the 120 transactions. Mr W says the merchant had agreed to refund the rest if Santander provided the transaction IDs for all the payments still not refunded. Santander says it didn't organise this refund as it hadn't made any chargebacks to the merchant, so it doesn't know which ones were refunded and which weren't. It also says it cannot provide the transaction IDs for all the payments, and Mr W ought to send the merchant his statements to show the full list of payments made.

I haven't seen the correspondence from the merchant to confirm this, but in any case, I appreciate this must be frustrating for Mr W, as he believes Santander prevented him from getting a refund of the remaining outstanding transactions in dispute. At this point I would like to set out that our Service was set up to informally resolve disputes when things go wrong. And we do this by putting the consumer back in the position they would've been in had things happened as they should have. We cannot instruct them to change their products or processes.

As we have made no finding that these transactions were unauthorised, I can't say that Santander needs to do anything more to put things right. I also can't instruct it to provide the

transaction ID for each payment if they don't have the process in place to do so. I don't know if Mr W provided the merchant with his statements, but if it is willing to refund all the payments this is something he could try now.

I know this outcome will come as a disappointment to Mr W, but for all the reasons outlined above, I am not upholding this complaint.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 January 2026.

Sienna Mahboobani
Ombudsman