

The complaint

Ms P is unhappy that Santander have refused to refund multiple ATM withdrawals she says she didn't authorise.

What happened

In January 2025, Ms P contacted Santander to check the balance on her accounts. Whilst discussing Ms P's savings account, Santander advised that the account had a balance of a few hundred pounds which Ms P questioned because she said that she very rarely used the account and thought the balance was closer to £2,000. Santander explained that there had been numerous cash withdrawals of around £250 from the same supermarket ATM totalling around £2,200. The transactions were spread over a period of around six months and, during this time, Ms P had contacted Santander a few times to enquire about her balance on the accounts.

During the call, Ms P said that she'd given a card to her cleaner but that she would need to check with them. Ms P shared that she's housebound and so relies on two trusted people to help her but that they only had access to the current account.

Santander looked into Ms P's dispute and concluded Ms P was liable for the transactions as she'd shared her PIN.

Unhappy with Santander's response, Ms P referred her complaint to our Service. Ms P told us her cleaner had confessed to taking the money and had even been in touch to apologise and promise to repay the funds. Ms P also told us that her cleaner didn't help her with her finances as she had two other trusted friends for that.

As for the card for the savings account, Ms P said this was kept in her hospital bag and was rarely used as the money was reserved for moving costs. Ms P said she thought the cleaner may have obtained the PIN after overhearing Ms P talk about it and that the PIN was the same PIN she used for other accounts. Alternatively, Ms P thought it was possible the letter she received notifying her of the PIN could have been left out.

One of our Investigators looked into Ms P's complaint but concluded the transactions were authorised. In summary, the Investigator said that either Ms P had shared her PIN with others and had therefore consented to the transactions. Or, even if Ms P hadn't consented to the transactions, she likely failed to keep her PIN secure which meant she was liable for them.

As an agreement couldn't be reached, Ms P's complaint was passed to me for a 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.

When deciding this complaint, I have given regard to the Payment Services Regulations 2017 (PSRs 2017).

Under the PSRs 2017, it's for Santander to show that the disputed transactions were properly authenticated. But even properly authenticated transactions can only be deemed authorised if they were made by Ms P or with her consent. So, for me to uphold Ms P's complaint, I'd have to be satisfied that either the transactions weren't properly authenticated or that they were made without her authorisation.

Authentication

Having reviewed evidence of Santander's internal system, I'm satisfied the transactions were authenticated using Ms P's card and PIN.

So, I've gone on to consider whether Ms P authorised the transactions.

Authorisation

Ms P has said she didn't process the transactions as she's largely housebound. But, as above, that's not enough for me to say the transactions weren't authorised by her. I must also be persuaded that Ms P didn't give consent for the transactions, perhaps by sharing her card and PIN.

Under the PSRs 2017, the cardholder, Ms P, is liable for payments initiated by a third-party, if the third party is acting on behalf of the cardholder. Ms P has said she shared her current account card and PIN with others, including her cleaner although this was later denied, but it's less clear whether she did the same with the card and PIN linked to her savings account.

I note that there are inconsistencies in what Ms P has told Santander and our Service throughout the course of her complaint. It's not clear where Ms P's card was kept or who, if anyone, had access to the card or PIN which causes challenges because without this clarity it's difficult to say Ms P's card and PIN were kept in a safe place.

I've considered the likelihood of someone being able to compromise Ms P's card and PIN without Ms P knowing but I'm not persuaded this was the case.

I can't be certain where Ms P stored her card, but I do know that multiple people had access to Ms P's home and so there would be opportunities for someone to access Ms P's card.

Whilst a third party may have been able to access Ms P's card, to complete the transactions without Ms P's knowledge, they would also need to have known Ms P's PIN.

I'm not persuaded a letter from Santander containing Ms P's PIN was likely accessed by a third party. It seems unlikely that a letter sent over a year prior to the transactions would be left out as Ms P has suggested, or that a third party would wait so long to take funds from Ms P's account if they'd compromised the PIN a year before.

I thought about whether a third party would be able to guess Ms P's PIN but there are hundreds of possible combinations and so the chance of someone being able to guess it correctly is slim. On balance, there's no plausible explanation as to how a third party could have compromised Ms P's PIN. This, coupled with the fact Ms P has admitted to sharing her card and PIN linked to a different account, persuades me that Ms P likely shared her PIN with someone else.

I appreciate what Ms P has said about her reasons for giving others access to her accounts, and that this was authority was limited to making purchases for Ms P. However, the rules state that Ms P is equally liable for transactions carried out by someone on her behalf with her actual authority and transactions carried out with Ms P's apparent authority.

In simple terms, if Ms P asked someone to use her card and PIN to purchase shopping on her behalf, Ms P is deemed to have authorised the transaction and is liable for it. However, if that same person then used Ms P's card and PIN to withdraw cash without Ms P asking them to do so, Ms P is deemed to have authorised the cash withdrawals. This is because Ms P allowed the third party to appear as though they had Ms P's authority for the cash withdrawals, by sharing her card and/or PIN with them.

Ms P was aware that the balance on the account was reducing so it's difficult to say that Ms P wasn't aware that the card was being used. Ms P called Santander fairly regularly to enquire about the balance on the account and was told it was reducing. Ms P has told us that the funds were being kept for a specific purpose and so the account wasn't being used but, if this was the case, I'd have thought Ms P would have queried the reducing balance with Santander much earlier than she did.

It's difficult for me to say with any certainty whether Ms P asked someone to complete the transactions on her behalf or if someone abused the trust Ms P placed in them but, either way, the outcome is the same.

I don't wish to appear insensitive to Ms P's situation. I know Ms P has said someone confessed to stealing from Ms P but the question remains as to how this person was able to compromise Ms P's card and PIN, without Ms P's involvement or knowledge. I appreciate Ms P must rely on people she trusts to help her day-to-day and can imagine that she would feel very disappointed if that trust was betrayed. Ultimately, I could only direct Santander to refund the transactions if I found they were unauthorised but, for the reasons explained above, I'm not persuaded this was the case.

Ms P told us she'd shared her card and PIN with others and whilst she denies doing the same with her savings account, there's no plausible explanation as to how a third party would be able to compromise her PIN without her telling them. So, on balance, Ms P gave consent for the transactions and is therefore deemed to have authorised them. It follows therefore that it's fair for Santander to hold Ms P liable for the transactions and I won't be asking them to take any further action.

On an aside, Santander has shared with our Service that they offer a Carers Card which would enable Ms P to give two people she trusts debit cards to an account that was separate from Ms P's main current and savings account. I'd encourage Ms P to contact Santander for more information about this, should this be of interest.

My final decision

My final decision is that I don't uphold Ms P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 11 March 2026.

Freyja Dudley
Ombudsman