

The complaint

Ms H complained because Santander UK Plc refused to refund her for transactions she said she hadn't authorised.

What happened

On 7 January 2025, Ms H contacted Santander to dispute multiple transactions on her account. The amount in dispute hasn't been clear throughout, as I'll set out below, but at that stage Ms H told Santander the amount was £198.86 for 28 transactions between 3 and 6 January.

Santander refused to refund her. It said that it wouldn't pay her claim because it could see she'd paid the merchants before, and it believed it was a dispute with the company not fraud. It said that if the merchants didn't help, she could contact Santander again to raise a card dispute claim – but Santander had a limited time for this, so it said she should speak to the merchants as soon as possible.

Santander also said that it could see that the same device had been used for the disputed payments and for undisputed payments. If fraud had taken place, it would expect to see a different device had been used to make the disputed payments.

Ms H didn't agree and she complained. She said the money had been stolen by her ex-boyfriend. She said she'd found out that he'd linked his phone to her Apple Pay account, and then taken money from her account. She said Santander had refunded her with £128 but there was still £70 outstanding which she wanted refunding. In fact the refunds had been from Apple, which I'll clarify below. Ms H also said she wanted Santander to prosecute her ex-boyfriend, though this isn't something which Santander could do, and Ms H would have to deal direct with the police about any such matter.

Santander sent Ms H its final response to her complaint on 3 March. It said it had declined her claim, because the disputed transactions had been made from her registered device, and it had given a full explanation.

Ms H wasn't satisfied and contacted this service.

Our investigator clarified with Ms H what were the transactions and amounts in dispute. Ms H sent a list of 60 payments which had taken place between 8 December 2024 and 6 January 2025. Most had been made using Apple Pay, with others to a fast-food retailer. These ranged from 29p to £24.90, and the total Ms H disputed was £402.76. There had also been £150.73 refunds from Apple, making a disputed total of £252.03.

Our investigator didn't uphold Ms H's complaint. He noted that Ms H had said she'd had a difficult relationship with her ex-boyfriend but had separated from him at the time she reported the disputed transactions. Ms H had explained that her Apple Pay was set up on her phone, and her Santander debit card was linked to her Apple Pay. Ms H had been adamant that at no time had her mobile phone been lost or stolen, or used by her ex-

boyfriend. She kept her debit card in a drawer at home, or inside her handbag, and hadn't given her ex-boyfriend permission to use her card.

Ms H hadn't been able to suggest how her ex-boyfriend might have made the disputed transactions. She said perhaps he'd downloaded her card details to an Apple Pay account on a separate phone and used that to make the transactions.

The investigator set out that Santander's evidence had been that Ms H's phone had been set up for online payments on 23 September 2024, and all the disputed payments had been made using that phone, not a different phone.

The investigator gave two examples which Santander had provided, to back up Santander's belief that Ms H had made the transactions herself:

- There had been a £7.46 tap and pay transaction to a food retailer at 8.59am on 10 December, which Ms H had said she hadn't authorised. But 13 minutes later, at 9.12am the same day, there had been an undisputed transaction. The phone would have had to be physically present for the tap and pay transaction, and the later payment was made using her phone.
- A disputed tap and pay payment to a food retailer on 17 December had been rejected because of lack of funds. But there was a mobile banking log in, using face ID, at the same time, where funds were transferred from Ms H's savings account to her bank account, so the payment could be made.

The investigator looked at the disputed payments, and the online banking evidence, for the payments from 8 to 30 December 2024, and from 4 January 2025 onwards. This showed that most of the transactions had been made using Ms H's phone, and that she'd also been online on the same dates. The investigator also saw that the Apple Pay transactions had been subject to an extra layer of protection and were authenticated by Ms H, as they'd been made using her phone.

So the investigator considered that Ms H had been responsible for authorising these transactions.

Santander hadn't, however, been able to provide the technical data to support a link to Ms H's trusted registered device for the disputed payments between 31 December and 3 January. The total of these was £95.64. This meant that the investigator couldn't know how the payments had been authorised. But as Apple had refunded Ms H with more than this, the investigator couldn't recommend a further refund because this would be a double payment.

The investigator also noted that there were genuine transactions completed with the same merchants before and after disputed transactions. He also didn't believe that the small payments to merchants which Ms H used regularly, would have triggered Santander's security protocols. And as the technical evidence linked Ms H's phone to the disputed payments, Santander wouldn't have been able to initiate a chargeback for the disputed payments.

So the investigator didn't uphold Ms H's complaint.

Ms H didn't agree. She said that:

- the 17 December food retailer payment had been carried out in a location 600 miles from where she'd been at the time;
- five transactions between 1 and 6 January had been made in Eire.

She said she'd never been to either of these places, so the only possibility was that they were carried out by her ex-boyfriend or her card had been cloned and used by another

person. She said Santander had facilitated the theft of £252.03 from her bank account and hadn't carried out its enquiries in a thorough or proper manner.

Ms H asked for an ombudsman's 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.

What the Regulations say

There are regulations which govern disputed transactions. The relevant regulations here are the Payment Services Regulations 2017. In general terms, the bank is liable if the customer didn't authorise the payments, and the customer is liable if they did authorise them. So what decides the outcome here is whether it's more likely than not that Ms H, or a third party fraudster unknown to her, carried out the disputed transactions.

The regulations also say that account holders can still be liable for unauthorised payments under certain circumstances – for example if they've failed to keep their details secure to such an extent that it can be termed "*gross negligence*."

Who is most likely to have authorised the disputed transactions?

I've looked at the technical evidence supplied by Santander about the payments.

I'll deal first with Ms H's most recent point about the 17 December transaction and the five transactions between 1 and 6 January:

- The technical evidence shows that the 17 December payment was made in the city where Ms H said she was located that day. That's also the transaction where the payment was rejected at 12.06pm for insufficient funds, then money was paid in, and the payment went through at the same food retailer at 12.14pm.
- The five references to locations in Eire are because the merchants for those payments have billing offices in Eire. They aren't where they took place, as all disputed payments to those merchants were done online.

So I'm not persuaded that these payments indicate that Ms H didn't authorise them – especially for the 17 December payment where it was initially rejected then went through after Ms H paid in money.

I've set out above that the technical computer evidence, which covers most of the transactions, shows that those were done using Ms H's registered mobile. Her evidence has consistently been that she hadn't lost this phone, it hadn't been stolen, and she hadn't allowed her ex-boyfriend to use it. So I can't see how Ms H's ex-boyfriend, or anyone else, could have made the transactions which were carried out using her phone.

There are also undisputed transactions around the time of the disputed payments. While this tallies with Ms H's statement that she still had her device throughout, it makes it even harder to see how any other person could have authorised the transactions.

In Ms H's reply to the investigator's view, she also said her card might have been cloned. But cloned cards won't work where a card is physically presented, because the unique chip inside the card is read and checked. Chip technology is complex and sophisticated and it's not generally thought technically possible to copy the chip on a card.

I've set out above that the investigator noted that there isn't technical evidence for the authentication of payments between 31 December and 3 January, totalling £95.64. I can't know for certain how those payments were made – though they are for similar amounts and to the same merchants, so it's probably most likely they were all carried out by the same person. And I've found that Ms H was likely to have made the other disputed payments herself. But in any case, there are Apple credits for £150.73. So Ms H has already been refunded for more than the £95.64 where there isn't technical evidence.

So I consider it's most likely that Ms H authorised the disputed payments herself, which means she's liable for them. And for the payments totalling £95.64 where there isn't computer evidence about the authentication, Ms H has already been refunded with more than that by Apple. So Santander doesn't have to refund Ms H.

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 Ms H to accept or reject my decision before 7 November 2025.

Belinda Knight
Ombudsman