

## **The complaint**

Mr G complained because Santander UK Plc refused to refund him for transactions which he said he hadn't authorised.

## **What happened**

On 20 November 2024, Mr G contacted Santander. He disputed many transactions which had taken place between 5 November and 17 November. The total in dispute was over £4,000.

Santander investigated but it refused to refund him. In a call on 21 November, it told Mr G that the transactions had been authorised using Mr G's Santander banking app. There was also a match for the IP address (a unique computer identifier) between the disputed transactions, and previous undisputed transactions.

Mr G didn't agree and complained. He also said that a branch had told him his claim would be reopened but it hadn't happened.

Santander sent Mr G its final response to his complaint on 14 January 2025. It confirmed that the disputed transactions had been approved following an in-app authorisation, via Mr G's mobile banking app, on his registered mobile device. It also pointed out that the device used for the payments had been used to log into mobile banking before and after the disputed transactions. As it couldn't establish a point of compromise, it was unable to refund Mr G. Santander added that it was sorry the branch hadn't managed Mr G's expectations.

Mr G wasn't satisfied, and, helped by a representative, contacted this service. His representative said that they thought Mr G's phone had been hacked, but didn't have an explanation about how this might have happened. He hadn't clicked on any links, or received any suspicious calls, and he'd had his phone and debit card in his possession throughout this time.

Our investigator didn't uphold Mr G's complaint. She pointed out that the transactions had been authorised using Mr G's debit card, and authenticated in-app using his mobile banking app. The same device had been used previously to make genuine transactions. So the investigator couldn't see how a third party fraudster could have accessed Mr G's banking details and phone, which they'd have needed to make the transactions.

Mr G's representative said in June that she didn't agree with the outcome, and asked for an ombudsman's decision. The representative also said she would take legal advice, and she asked for several extensions. The investigator granted these, but set a final deadline in October. The representative didn't give any further information in this time, so Mr G's complaint was then passed to me 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 Mr G, or a third party fraudster unknown to him, carried out the disputed transactions.

#### *Who is most likely to have authorised the disputed transactions?*

The technical computer information shows that:

- the disputed transactions were made using Mr G's debit card, which he'd had since 2022 and which hadn't been reported lost or stolen;
- they were made using Mr G's registered device. Mr G's evidence is that this hadn't been lost or stolen, and he had it in his possession throughout;
- they were authorised using Mr G's mobile app on his device, and there is also an IP address match between disputed transactions and Mr G's previous undisputed transactions;
- Mr G had made other, undisputed, payments to the merchant to which all the disputed payments had been made. He'd also received credits from that merchant.

I can also see from Mr G's statements that there are also a large number of genuine transactions, to a range of different organisations, in between the disputed transactions. So Mr G had his phone throughout that time, as he's said – and it's most unlikely that any fraudulent third party could have repeatedly obtained Mr G's phone without his knowledge and then returned it. I'm not persuaded by Mr G's representative's suggestion that his phone had been hacked by a fraudster. Mr G hasn't suggested how this might have happened, or reported that he had any of the warning signs of a hacked phone.

The fact that there were genuine transactions between the disputed ones also means that it's most likely that Mr H would have seen the earlier disputed transactions, from 5 November onwards, when he made genuine ones. But he didn't report any problem with the transactions until 20 November. It would be natural, and is required by the account terms and conditions, to report disputed transactions as soon as becoming aware of them.

Mr G also had a significant balance, of around £6,000, in his account. Most of the disputed transactions in the period 5 to 17 November were for relatively small amounts, often £85.99. Any fraudster who had access to Mr G's account by using his phone, banking app, and security details, would be most likely to have maximised their gain by stealing larger amounts. And it's unlikely that the amounts taken by a fraudster would have been to one merchant that Mr G himself used. Typically a fraudster would take large amounts and very quickly, to empty an account before the theft can be discovered and the account blocked.

Taking all this into account, I consider it's most likely that Mr G authorised the disputed transactions himself.

Finally, I note that Mr G also complained that the branch had told him his complaint would be reopened after Santander's initial refusal to refund him. Santander's final response apologised that the branch hadn't managed Mr G's expectations. I can't know what was said in the branch, but Santander did respond further to Mr G's complaint, issuing him with a final response, and telling him about his referral rights to this service. And the branch service wouldn't make a difference to the outcome here, because what matters here is who

authorised the disputed transactions. For the reasons I've set out above, I find it's most likely that it was Mr G who did so. So Santander doesn't have to refund him.

### **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 G to accept or reject my decision before 14 November 2025.

Belinda Knight  
**Ombudsman**