

The complaint

Mr O is unhappy Santander UK Plc has decided not to refund him for transactions on his account that he says he didn't make or authorise.

What happened

The facts of this complaint are well known to both parties, so I will summarise below.

- Mr O disputes all payments from his account between July 2024 and February 2025. He said the account was used only for savings and he didn't use his bank card which he stored in a cupboard in his home.
- Santander declined Mr O's claim as they weren't satisfied the transactions were unauthorised.
- Mr O initially told Santander he'd been engaged with escorts, who he had invited to his home and paid using cash and bank transfers. He believed they had drugged him and carried out the activity in question by using his thumb print to access his phone and obtained his bank card from his cupboard. He told Santander he didn't know the escorts' real identities.
- Mr O subsequently told Santander that he believed it was his ex-girlfriend – who I shall refer to as G – that had carried out the activity on his account without his knowledge or consent. He's told us they met on a dating site in February 2023 and were engaged but now thinks the relationship was scam. He shared his bank details with her so they could use his account for their savings but never allowed her to make payments from his account. He explained he was then threatened and taunted by her husband once the manipulation came to light.
- Santander issued their final response maintaining their position. They said Mr O had provided conflicting version of events as to what happened. They explained that a mobile device was linked to Mr O's account in July 2024 – which Mr O says wasn't his device - but it was verified using his registered email address and photographic identification. This device was used to temporarily block his debit card but it was his genuine device that was used to remove this block. They therefore concluded he was aware of the activity on his account and held him liable.
- Mr O maintains it was G who carried out the activity. He says she set up mobile banking on her device and stole his bank card without his knowledge. He's explained he would often leave his phone and his laptop unlocked in his home and G must've accessed these whilst she was there, perhaps whilst he was drugged or asleep.
- Mr O complained to our service, explaining that he was the victim of a romance scam. He said G pretended they were in a relationship and were engaged. But he then found out she was still married and had stolen all his money. He's explained he is a vulnerable person due to his health conditions and a family bereavement.
- Our investigator didn't uphold the complaint. She was satisfied Mr O authorised the transactions to take place. She pointed to various pieces of evidence which she said showed he was aware his account was being used, including Mr O logging into his

account throughout the disputed transactions and messages between him and G demonstrating he knew she was using his bank card. Because of this, she couldn't ask Santander to refund him.

- Mr O disagreed, so the complaint has been passed to me to decide.

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.

Having done so, I've reached the same conclusion as the investigator and I will explain why.

I'm aware I've summarised the events in this complaint in less detail than Mr O, but I want to assure him I've considered everything both him and Santander have said and provided, before reaching my decision. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think it's the right outcome. Instead, I've focussed on what I think are the key issues. Our rules allow me to do this and reflect the informal nature of our service as a free alternative to the courts.

Firstly, I'm very sorry to hear about Mr O's personal circumstances, and I appreciate this matter has been very difficult for him and my decision is in no way meant to belittle this. I realise this will be a disappointing outcome for Mr O and I understand his strength of feeling on this matter and that it has impacted him significantly. He has my sympathy, and I'd like to assure him I haven't taken this decision lightly. I will explain why I've reached this decision.

Where the evidence is incomplete or inconclusive, I have made my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances. The relevant regulations here are the Payment Services Regulations 2017 (PSRs). Broadly speaking, Santander can hold Mr O liable for the disputed transaction if the evidence suggests that he made or authorised it. Or if the transaction was made with the apparent authority of Mr O. So, I've taken that into account when deciding what is fair and reasonable in this case.

It possible it was G that physically carried out the disputed transactions just as Mr O has said. But this doesn't mean Mr O didn't authorise them. He doesn't have to have actually made them himself to be liable for them. And having reviewed all the evidence provided by both parties, I'm persuaded on balance, that Mr O was aware of the activity on his account and likely allowed G to carry it out.

I should note from the outset, that I'm not persuaded Mr O has been entirely honest about his relationship with G. He says they met on a dating site but having reviewed the message history he's provided, I think it's more likely she was an escort. There are clearly times they discuss payment for her time and discuss her stopping the job soon. I understand why Mr O may not have been truthful about this, but I think it's important to note his inconsistencies when considering his plausibility around the authorisation of the payments.

The above does not mean I don't believe that Mr O has been the victim of a cruel manipulation here though. I have no doubt that Mr O is vulnerable. He clearly believed he was in a relationship and his contact, which included meeting in person, spanned years. But all of this leads me to believe further that this wasn't an account takeover as Mr O has suggested, but instead Mr O likely allowed G to use his account for more than making deposits for their future together.

I think Mr O was aware G was using his account to make purchases for the following reasons:

- The message history shows an exchange between Mr O and G on 14 July 2024 – this being the same day the new phone was registered to the account – in which G asked Mr O for the postcode associated with his card. Given he had just seen G and this is when the disputed payments began, I'm satisfied she was most likely talking about Mr O's Santander bank card. Mr O didn't hesitate to provide this to her or ask any questions. This persuades me that he knew she had the card and had allowed her to use it. If this wasn't the case, I would have expected Mr O to question why she needed this information.
- There are times G asks Mr O for money, for example on 1 August 2024, 8 August 2024 and 9 August 2024. Each time she asks Mr O for money, he transfers the amount into his Santander account – confirming to her he has made the transfer - where the money was then either spent using the card or transferred out. This again suggests to me that Mr O knew G was using his account, as he was funding it for her when she requested.
- There was a different device registered on the account on 14 July 2024 which Mr O says was G's device. I don't dispute this could be the case. But Santander has provided evidence that Mr O was logging on using his registered mobile device throughout the period of the disputed transactions – and importantly at times when he wasn't with G. There was also an occasion when he froze and unfroze his debit card using his registered device. Given he wasn't with G on all of these occasions, I'm satisfied it wasn't her logging on using his mobile device as Mr O has suggested and it was most likely him.

I've taken into account that Mr G says his phone went missing and could have been infected with malware, which could explain the logins. I'm not discounting things like this are possible but there is no evidence that malware was present on Mr O's digital banking services. Having asked Santander, they have explained no malware was found when it searched. This evidence isn't always perfect, but I've also taken into account that Mr O hasn't shown that malware was present either. I have to base my decision on the evidence available and as I haven't seen anything to suggest malware was involved, I don't find this scenario the most likely.

So, as I'm persuaded the most likely scenario is that Mr O was logging into his account, if he wasn't aware someone had gained access to his card and online/mobile banking, I would have expected him to have reported the activity at the time, as this would have been very apparent from his balance and transactional movements.

- Mr O said he never checked the account as it was just for savings. But the technical evidence shows this wasn't the case and that he was historically logging onto his online banking prior to July 2024 – so prior to when he says G gained access. So, I find it implausible to believe he would stop this altogether at the time G began using the account, especially as he was transferring money into the account himself. Instead, it seems more plausible that Mr O was regularly logging in like he always did and would have therefore been aware of the account activity.

I appreciate this has been difficult time for Mr O. But my role is to consider whether Santander is being unfair in holding Mr O liable for the transaction he is disputing on his account. Having considered the evidence provided, on balance, I don't think his account was taken over, and the payments made, without Mr O's knowledge. Instead, I'm persuaded that he, or someone he allowed, made the payments out of the account.

Mr O says Santander should have noticed the disputed activity and blocked the account to check whether the spending was authorised. However, much of the activity resembled everyday spending. There was a continual account balance and a lot of the money in the account came from transfers from Mr O's other bank accounts. So, all in all, I'm not persuaded Santander ought to have flagged the transactions as usual or out of character. And even if they had, I'm not persuaded it would have created a different outcome here. I say this as my conclusions demonstrate Mr O being aware of the activity – and facilitating it with payments in - so it's more than likely he would have assured Santander that the transactions were authorised.

As I haven't seen anything to suggest that Santander has been unreasonable in holding Mr O liable for the disputed transaction, I won't be requiring it to take any further action.

My final decision

My final decision is that I don't uphold Mr O's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 13 April 2026.

Sarah Brimacombe
Ombudsman