

## **complaint**

Mr F says that Santander UK Plc should have questioned unusual activity and put a hold on his credit card when he made frequent gambling transactions in a short period of time. He also complains that they shouldn't have allowed his account to exceed the credit limit. He'd like some of the transactions refunded.

## **background**

Over a three day period in 2017 Mr F spent a five figure sum and made over thirty transactions on a gambling site. He says Santander should have queried the transactions as suspicious and put a hold on his account.

Santander said they did send an automated text message on the second day and Mr F confirmed the transactions were genuine and continued spending. They agreed to refund the interest and charges that were generated by the transactions as a gesture of goodwill.

They said that Mr F was within his credit limit when the transactions were authorised with the gambling company but when they debited Mr F's account there had been additional spending and there wasn't enough credit so this took Mr F over limit.

Our investigator didn't think Santander had done anything wrong. She noted that Santander had sent a text to query the transactions so she could not reasonably suggest they'd failed to monitor activity on the account. And she accepted Santander's explanation about how the credit limit had been exceeded.

But Mr F disagreed and he asked for this review. He said that Santander hadn't refunded the charges and interest out of goodwill but because they'd realised they shouldn't have allowed his account to go beyond its limit. He added that the text message he'd received from them on the second day was when his credit limit had already been exceeded and he insisted that he had not replied to this text to say the transactions were genuine.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I know it will disappoint Mr F but I agree with the investigator's view and for similar reasons. I'll explain.

### *was there a failure to identify unusual activity?*

Mr F says he only took out a Santander credit card because he knew there were stringent safeguards and that unusual activity would be questioned and the account would be put on hold whilst they investigated. But this was a standard "everyday" account. Whilst Mr F could expect Santander to monitor the account for suspicious or unusual behaviour so that they could stop fraud on his account, it was not their responsibility to safeguard him against his own overspending and there was nothing in the terms and conditions of the account that would suggest they would do that.

There was no fraudulent activity on the account for Santander to identify but I agree that over thirty transactions to a gambling site in a short period of time is unusual and could reasonably have been expected to be flagged as such. And it was. Mr F received a text

querying the transactions. He says he didn't respond but Santander has provided evidence to show he did and it appears he told Santander that the transactions were genuine.

But Mr F says that by the time he received the text he was already over his credit limit. I disagree. Mr F says he received the text message at 6.12pm and I can see from Santander's records that a further 16 transactions took place later that day and that a further £6000.00 was spent.

I accept that the text was sent after Mr F had already made numerous transactions but I don't think it mattered. Mr F continued to spend when he received the text and I think it's fair to suggest he would have done that even if the text was sent earlier so I don't think Santander did anything wrong here.

#### *exceeding the credit limit*

Santander has explained that Mr F was able to exceed his credit limit because the transaction that took him over the limit was approved when he had sufficient credit on his account. I'm satisfied with that explanation and don't think Santander has done anything wrong

#### *the refunded charges*

The reason these charges were refunded is contested but I don't think it makes any difference to the decision I have to make on Mr F's complaint.

#### **my final decision**

For the reasons given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 15 September 2017.

Phil McMahon  
**ombudsman**