

## **complaint**

Miss P complains that during May and June 2011, all the monies paid into and out of her account with Santander UK Plc were fraudulent payments and had nothing to do with her. Miss P is unhappy with how Santander has dealt with the matter. And with how the outstanding debt now impacts on her credit file.

## **background**

Miss P tells us the account was opened in May 2011. But two weeks after opening the account, she lost her bag which had her debit card in it. So she suggests someone else found her bag and card and started using it. She didn't report the loss to the police. And her personal identification number ("PIN") was kept on her mobile phone - but she didn't lose her phone – so she felt that was secure.

She received her replacement card with a letter telling her the account was overdrawn by £2000. She contacted Santander and was told the fraud team would deal with it. But she heard nothing and assumed the matter had closed. In the meantime, Santander had been sending letters to Miss P's old address. But it told her the debt was still outstanding. She is unhappy with the way Santander has dealt with this matter and that the debt will affect her credit file.

Santander says it carried out its investigation and, because of the facts it found, it decided to make Miss P responsible for the debt. Someone who said she was Miss P called Santander to ask why her card had been blocked. The caller went through the security questions and knew security and account information that should have been known to Miss P only. As the caller had passed the security questions, Santander decided it was speaking to the genuine account holder, Miss P.

Santander also told us the correct PIN had been used to make the withdrawals. So it decided it was most likely the withdrawals had been made with Miss P's authorisation – either by herself or by giving her card and PIN to someone else to use. And this would breach her terms and conditions of the account. Santander pointed out that the card wasn't reported as lost until after the withdrawals had been made.

But Santander did accept it could've dealt with the complaint more quickly and it offered Miss P £90 for this. It also offered to refund £100 of the fees on the outstanding debt because it couldn't show how these had been added.

Miss P complained to us. Our adjudicator thought the complaint shouldn't be upheld because Miss P couldn't give any explanation how anyone else could've had her personal details and PIN if that person had only taken her card. Miss P disagreed with the adjudicator's view and asked for the matter to be looked at again.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done that, I've decided that Santander's offer is a reasonable way to settle this complaint and I'll explain why.

I do understand Miss P doesn't recognise the payments made into and out of her account and she told us she didn't make any of the withdrawals at all. But she didn't report the card as lost until the day after all the withdrawals had been made or attempted, so it seems most likely she had control over the card when the payments and withdrawals were made.

Miss P also tells us she kept her PIN secure on her mobile phone. And that she didn't lose her phone when she lost her bag. So this would suggest that only Miss P had access to and could use her PIN. This is important, because Santander told us the genuine card was used to make the withdrawals and that the correct PIN was used. So I'm satisfied that whoever used the card also knew the correct PIN. I note Miss P changed her story about where her PIN was kept – at one point she told our adjudicator her PIN was in her purse, which was stolen. But I also note Miss P denies saying this.

I've also listened to the call recordings from Santander. A female caller was able to give security and account information that should have been known to Miss P only. This caller even confirmed the withdrawals on the card were genuine. And I do agree with Santander that it's difficult to see how anyone other than Miss P would've had access to these details, if (as Miss P told us) that person had only taken the card. So I do think it looks as though either Miss P made the call herself or she gave her details to someone else to make the call.

Taking everything into account, I don't think the evidence supports Miss P's complaint that these payments had nothing to do with her. I think these payments were probably made with Miss P's involvement, either directly or by allowing her card and PIN to be used by someone else. And in either case, Santander would be entitled to hold Miss P responsible for the outstanding debt.

Santander has offered Miss P a total of £190 to compensate her for its failure to handle the complaint quickly and also to refund fees on the outstanding debt. And I think this is a fair settlement for this complaint.

### **my final decision**

My final decision is that Santander UK Plc should pay Miss P £190 in resolution of this complaint. This is to include any monies already paid or fees refunded.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss P to accept or reject my decision before 14 September 2015.

Amrit Mangra  
**ombudsman**