

## **complaint**

Miss T complains that Santander UK Plc wants her to pay money that she doesn't owe. She wants Santander to refund the payments her father made without her knowledge or permission.

## **background**

Miss T opened an account with Santander (previously Alliance & Leicester). In July 2006, a cheque for more than £14,000 was returned unpaid. As the money had already been spent, Miss T's account became overdrawn. Santander asked Miss T to repay the outstanding overdraft.

In 2010, Santander placed the debt with a debt collection company. The debt collection company says it agreed a payment arrangement. Between 2010 and 2014 Santander received a number of small payments towards the debt. Miss T says her father made these without her knowledge as they'd been estranged for a while.

Our adjudicator didn't recommend that Miss T's complaint be upheld. She thought the bank gave Miss T all the information that it had available. Our adjudicator didn't consider it likely a fraudster had set up the account. She also expected that Miss T's father would've spoken to her about the debt if he was making the payments for a number of years.

Miss T says someone set up the account without her knowledge. She's unhappy that Santander can't give her details of how the money was spent in 2006.

Miss T says she didn't sign three cheques in 2010. She thinks she's the victim of identity theft. Miss T's representative asks why Santander didn't freeze the account sooner than it did. On behalf of Miss T, he doesn't consider Santander has given enough evidence of the debt.

## **my findings**

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

In cases like this, where the evidence is inconclusive, I reach my decision on the balance of probabilities. That means I'll look at all the available evidence and decide what I think is most likely to have happened.

### *account opening*

Miss T, through her representative, doubts she opened the account in the first place. Given the time that has passed, Santander can't give us much information about how the account was opened. But the bank has given us evidence that it opened an account in Miss T's name using her family home as her address. Santander didn't change the address once it had opened the account. If someone other than Miss T had opened the account without her permission, I would've reasonably expected that person to change address at some point to avoid discovery.

### *debt payments*

Miss T says she didn't know her father was making payments towards the debt. But I find it likely Miss T was aware of the arrangement. I say this as the debt collection company has given us its collection notes. It wrote to Miss T at the address it had registered for her. The debt collection company also has a record of speaking to Miss T about the debt. At the time, Miss T made an offer of payment. The debt collection company offered to accept £5 a month and shortly after started to receive payments.

### *existence of debt*

Overall, I'm satisfied Miss T was aware of the debt. Even if she didn't make the payments herself, I can't reasonably find she didn't know that someone was making them on her behalf. If Miss T disputed the debt, I would've expected her to raise this with the bank before 2014. I don't require Santander to refund the payments to Miss T's father as she would like.

### *2006 cheque*

Miss T is unhappy that Santander can't give her more information about the cheque payment in 2006. And it can't explain how so much money was spent in a matter of days. Unfortunately, given the time that has passed, Santander doesn't have these records. I can't find it should be able to produce this information as it's only obliged to keep records for six years. I appreciate this is frustrating for Miss T.

### *2010 cheques*

Miss T disputes the signatures on three cheques in 2010 and says she doesn't know who they were made out to. Two out of the three cheques were returned unpaid. This service is an informal dispute resolution service. We wouldn't usually analyse a person's handwriting – that is more suited to court. And as I don't have an example of Miss T's signature from 2010, I can't reasonably conclude that Miss T didn't sign the cheques herself.

### *£950 cheque*

Our adjudicator initially considered Santander should refund the one cheque payment that it honoured in 2010. But the bank said the processing of cheques is automated. As Miss T's account didn't enter collections until 2010, someone had already presented the cheque. I don't find Santander made a mistake when it honoured the cheque. So I don't require it to refund the £950 payment. I can't find Santander made a mistake when it didn't send the account to collections sooner than it did.

I'm sorry that my decision is likely to disappoint Miss T. I understand Santander is in the process of trying to sell the debt to a third party. Miss T is of course free to reject my decision and then defend any claim the third party may make.

### **my final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 20 July 2016.

Gemma Bowen  
**ombudsman**