

complaint

Mr C complains Santander UK Plc won't refund him money that's been taken out of his account. He says he didn't agree to the money being taken – in other words, he didn't authorise the payments.

background

There's some disagreement between Mr C and Santander about what happened here. So, I'll summarise the situation as best I can.

Mr C rang Santander on 29 October 2014 as he was trying to make a payment to an investment company, but the payment wouldn't go through. Santander told him it needed to go through some extra security checks to make sure the payment was right – it had been flagged by its systems as being a bit unusual.

When the checks had been done, Mr C confirmed the investment company was due to be paid £2,000. So that payment went through. Another (larger) payment went through. This time, Santander didn't query it – as its systems saw it was for the same company, and Mr C had told the bank he was happy for the earlier payment to go through.

Other, smaller, amounts were paid to a number of different (similar) companies around the same date.

Mr C then contacted Santander to say he hadn't agreed to any of these payments. The bank explained what had happened – but Mr C wasn't happy with this. He was adamant he hadn't authorised the payments.

Santander got Mr C to fill in a form so the payments could be queried with the companies involved. But the information Mr C gave the bank wasn't enough for it challenge all of them. And when the bank checked with at least one of the companies, it turned out Mr C had an (investment) account with it. So it looked like all the payments were genuine.

Mr C still wasn't happy with what Santander said, so he contacted us.

One of our adjudicators looked into Mr C's problems with the bank. But he didn't think Santander had done anything wrong in letting the payments go through.

The adjudicator was able to listen to a recording of Mr C's first call to Santander. In that, Mr C confirmed he was happy with a payment to the investment company to go through. And, as it seemed clear Mr C had an account with another of the companies involved, the adjudicator didn't think it would be right to get Santander to refund the money to Mr C.

Mr C didn't agree. He didn't think the adjudicator (or Santander) had looked into his problems properly. Mr C was adamant he hadn't agreed to any of the payments concerned. So his complaint has been passed to me to review and give a final decision on.

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 can see Mr C is very upset by what's happened. That's clear from what he's said to us (and to Santander). And I can understand why – there's a lot of money involved.

I'm also aware Mr C's had a lot of other issues to deal with recently. And he's said he has more information to support his case. But – despite giving him lots of extra time – he hasn't sent anything in. So, I've reached my decision based on what's available.

And, having looked at everything that's available, I'm afraid I have to tell Mr C that I'm satisfied the adjudicator's got the right outcome here. I don't think it'd be fair to make Santander refund the money. There's actually very little I can add to what the adjudicator's already told Mr C. He's tried to explain the situation as clearly as he can.

Having listened to the recording of the first call that Mr C made to Santander on 29 October 2014, I'm satisfied he agreed to the first payment to the investment company. So I don't find it surprising Santander allowed a further payment to go through. It wouldn't have any reason to think the second payment wasn't genuine.

It's a shame Santander hasn't been able to give us recordings of the later calls with Mr C. But its notes of what was said are clear. And – as the notes of the first call match exactly what is said in the recording – I've no reason to think Santander's records are wrong.

Likewise, I've no reason to think what Santander was told by one of the companies involved in a smaller payment was wrong. It seems clear Mr C did have an (investment) account with it. The company had all the right details for Mr C on its records. And – as the bank has pointed out – any benefits from the account would be payable to Mr C, not a fraudster.

I'm aware Mr C's mentioned to Santander about a burglary at his property. He thinks that might be where somebody got hold of his bank details from. But the burglary was some ten months before the payments in question here. I don't think a fraudster would wait that long to use Mr C's details.

All in all, I'm satisfied Mr C agreed to the payments being made. I accept that perhaps he didn't fully understand what was involved in his dealings with the investment companies involved. Indeed, it's clear the 'investments' were more a form of gambling, rather than investment. And Mr C has used various gambling companies/websites in the past. So I'm not surprised he used the 'investment' companies here.

I know Mr C will be disappointed with this but I really can't ask Santander to refund the money he wants it to. It wouldn't be fair. I don't think the bank did anything wrong. Mr C agreed to one (large) payment, so the bank would reasonably believe the second (larger) one was genuine – and I think it was. And I'm satisfied Santander has looked into the other payments Mr C has queried as best it can.

Given how strongly Mr C feels about this, he may want to take his complaint further through other means. But my decision brings to an end what we can do – in trying to resolve the dispute informally – for him.

my final decision

For the reasons I've given, my final decision is that Santander UK Plc doesn't have to refund the money Mr C says was taken out of his account without his agreement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 October 2015.

Andrew Davies
ombudsman