

complaint

Miss P feels that Santander UK Plc ("Santander") has treated her unfairly about some transactions that Miss P does not believe she should be responsible for.

background

Miss P is disputing certain transactions made on her account to a car hire company and a TV company. Miss P says her ex-partner made the transactions on her card and so she shouldn't be held liable for them. These outstanding debts have led to Santander registering a default on Miss P's credit file-which she thinks is unfair.

Santander believes as Miss P was the sole account holder and has refused for it to treat the transactions as fraud she is responsible for those transactions. So it is refusing to reimburse Miss P for them.

Miss P brought her complaint here and the adjudicator did not uphold it. Miss P does not agree so this complaint has been passed to me.

my findings

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

Firstly I should say that I'm terribly sorry to hear about Miss P's situation and I empathise with her.

Santander and Miss P don't agree what actually happened in this case. As such I can only make my decision based on the evidence provided to me by the two parties. In short I must decide what is most likely to have happened. Or in other words, what happened on the balance of probabilities.

Miss P feels very strongly about this issue. She is adamant that she shouldn't be held accountable for this debt. She has said "*my card was used by my partner at the time with my consent*" and "*I have never given a Pin out*" (as in Chip and Pin). She has also said that he "*stole my card*" and that her now ex-partner has threatened her and that she'd been in a "*mental and physical abusive relationship*".

Santander has given its reasons for why it shouldn't bear the responsibility of this debt and how it hasn't done anything fundamentally wrong.

On balance I'm sorry to say that I don't uphold Miss P's complaint. I've decided this because:

- I've not seen persuasive evidence of any significant fault or wrongdoing by Santander.
- These transactions were made with Miss P's genuine card. At different times she has said different things about how her ex-partner used the card including it was with consent and without consent. The card was in her sole name and as such wasn't to be used by other people.
- Bearing in mind that Miss P says some things which are inconsistent it is hard for me to place any great reliance on what she says about how these transactions were made.

- It is for the car hire company and the TV company to be responsible for their side of these transactions. Any deficiencies with them are not the fault of Santander.
- These transactions were made without the use of Chip and Pin. Whether or not Miss P revealed her Pin is not decisive in my decision making. There is evidence suggesting she has in the past accepted she disclosed her Pin. She has said recently and repeatedly she hasn't. Ultimately the card was in her sole name for her sole use.
- Miss P has resisted Santander's suggestion that these transactions be treated as fraud. She has said she that they had agreed a repayment plan which her ex-partner which "*he stuck to for two or three months*". So it is clear to me that she has accepted some responsibility for the spending in the past.

As a consequence of all this I am not persuaded by Miss P's arguments on this matter. As such my decision is that Miss P isn't entitled to a refund. I also see no reason to remove the default from her credit file. Further I cannot see how Santander has done anything fundamentally wrong in this case.

As a consequence of all of this the complaint does not succeed.

Miss P has described in detail her position and how she feels. I empathise with her a lot. However this situation is not the fault of Santander. I repeat my colleague's comments about the various bodies and charities that may be able to help her with the situation.

My final decision

For the reasons I have explained, while I appreciate this will be a disappointment to Miss P, my final decision is that I do not uphold this complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss P to let me know whether she accepts or rejects my decision before 29 December 2015.

Rod Glyn-Thomas
ombudsman