

## **complaint**

Mr S complains that Santander UK Plc will not credit his account with the value of transactions which he says he should not be responsible for.

## **background**

The transactions that Mr S is concerned about were made by his former partner and to online gambling companies. In March 2014, Mr S visited a Santander branch to discuss the transactions but he declined to allow the bank to investigate them, saying he did not want the matter reported to either the bank's fraud team or to the police.

Mr S did ask that all transactions to gambling sites were blocked, but this was not possible. His old card was blocked, however, and a new card was ordered for him. At this time, Mr S transferred £10,000 into his account as well.

In July 2014, Mr S went back into the branch of the bank again as there had been more gambling transactions on the account. But the bank declined to refund the value of any transactions.

Our adjudicator did not consider that the bank had acted unreasonably in declining to refund any monies to Mr S. She said that there was no dispute that when Mr S first reported the transactions to the bank in March 2014, he had declined to report the matter to the police and its fraud team and it was appropriate for the transactions to be treated as authorised.

The adjudicator also said that Mr S might reasonably have been expected to take more care of the new card and to have monitored the account more closely, after the initial report of the transactions to the bank. Gambling transactions started again towards the end of May 2014 and despite Mr S making a number of balance enquiries on the account, Mr S did not notice that balance was reducing and only contacted the bank in July 2014.

As regards whether Santander ought to have alerted Mr S to the gambling transactions that were being made, the adjudicator did not consider that there was any basis for saying so.

Mr S has asked that his complaint be reviewed by an ombudsman.

## **my findings**

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

Having done so, I have come to the same findings and conclusions as the adjudicator. I appreciate that this will come as a great disappointment to Mr S but I would like to reassure him that I've carefully read all that he's said and presented about the matter. And I say that especially as I note that Mr S was concerned that my decision might be influenced by what the adjudicator has previously said.

However, I have considered everything afresh and it remains that I agree with the adjudicator. Given that, I also hope Mr S will understand that I don't need to set out here all the detail of what he has said; or that Mr S won't think my failure to do so, or the brevity of this decision, to be discourteous to him or that it represents that I have inappropriately simplified my consideration of the complaint.

I have noted what Mr S now says about the conversations he has had with the bank about the transactions on his account and when he had them; what he says that the bank told him about the operation of the account and when transactions may – or may not – be allowed to be made; and when he knew that transactions which he says he did not authorise had been made. But I can't disregard the evidence of the bank which is, at least in part, contradictory.

First, as regards whether Santander's systems ought to have prevented the gambling transactions taking place, banks are expected to have in place appropriate security arrangements in order to try to prevent fraud; and these are a matter for each bank to implement. Of course, Santander has such measures in place, arranged to take account of what it knows about actual and potential risks.

But the manner in which those security arrangements are established is a matter for the organisations and their regulator and it wouldn't be appropriate for me to know what fraud detection systems and procedures exist as placing information of that sort into the public domain would significantly reduce the effectiveness of such systems.

And, in this matter, I can't say that the bank was wrong to allow the gambling transactions to take place, given that they were – on the face of it, to the bank – properly authorised. Ultimately, a bank has a primary responsibility to allow its customer to access and use their funds as they wish.

As for whether Santander was incorrect in not blocking payments to certain payees, as Mr S thinks it should have, it has explained why it wasn't possible for this to happen and I can see no basis on which I can say the bank acted incorrectly, given the explanation it provided.

Most importantly, however, Mr S says he shouldn't be responsible for the transactions. As I have said, I have carefully considered all that he has said about why that is the case. But I can't know for certain what happened here and, where evidence is inconclusive, or contradictory, I have to reach a decision on the balance of probabilities; that is, what I consider is most likely to have happened, given the evidence available and the wider surrounding circumstances.

And taking into account the pattern and timings of the transactions, the nature of the conversations that Mr S had with the bank and when they took place, that transactions continued after the bank issued a new card to Mr S, and the broader circumstances here, the bank has treated the transactions as being authorised and I don't consider that the bank acted unfairly or unreasonably in doing so.

In light of what I have said, I do not require the bank to refund to Mr S the value of transactions he disputes he should be held responsible for.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 December 2015.

Ray Neighbour

**ombudsman**