

## The complaint

Miss C has complained that Santander UK Plc won't refund transactions she says she didn't make or otherwise authorise.

## What happened

Over February and March 2023, Miss C's Santander debit card and PIN were used for around £980 of cash withdrawals and point of sale spending.

Miss C explained that this wasn't her. She said she lost her card, along with the record of the PIN which she kept together with it.

Santander held Miss C liable for the payments in dispute, on the basis that she hadn't kept her account sufficiently safe.

Our investigator looked into things independently and didn't uphold the complaint. Miss C didn't agree, so the complaint's been passed to me to decide.

I sent Miss C and Santander a provisional decision on 14 November 2023, to explain why I didn't think the complaint should be upheld. In that decision, I said:

*Broadly speaking, Santander can hold Miss C liable for the payments in dispute if the evidence suggests that she authorised them, or if she failed to keep her account safe either intentionally or through acting with gross negligence.*

*I'm satisfied from Santander's technical evidence that the payments in dispute used Miss C's genuine card, and the correct PIN. This was not a cloned card, and the PIN was not bypassed. The person using the card knew the PIN.*

*Our investigator thought Miss C might have authorised the payments herself, or given someone else permission to make them. They thought this because Miss C had checked her online banking a number of times during the period the disputed payments were being made, but she didn't tell Santander anything was wrong until after the fact.*

*However, even if I accept that Miss C did not notice these transactions or her balance being depleted when she checked her online banking, and even if I accept that the disputed payments were made by a thief without her consent, I'm afraid I still could not hold Santander liable for them.*

*That's because Miss C kept a record of the PIN with her card. And this is by far the most likely way that a thief using the card knew the PIN. For example, Miss C hadn't entered the PIN in the recent time before the disputed payments, so there was no reasonable opportunity for someone to watch her enter the PIN and then steal the card. She hadn't told anyone else the PIN, it was generated by the bank rather than a number which could reasonably be deduced, and it's exceptionally unlikely that a thief guessed it on the first try.*

*By keeping a record of the PIN together with the card, Miss C failed to keep her account safe in line with the terms and conditions. It may be that she did this knowingly, or by not taking enough care. But it is widely understood that keeping a note of the PIN with the card is very risky, since anyone who has the card is then able to use it without further checks – which seems to be what happened here.*

*As Miss C failed to keep her account safe, either intentionally or through gross negligence, I cannot hold Santander liable for the disputed payments. That means Santander do not have to refund them.*

*I appreciate that Miss C feels Santander should've blocked the transactions. But they were made using Miss C's genuine card, and the correct PIN – which only she should have known. So to Santander, it would've looked like it was Miss C making the payments. Further, these payments were for relatively moderate amounts, made over a lengthy period, at many of the same ATMs which Miss C used before. I don't see that Santander needed to flag or block them at the time.*

*In summary, I'm satisfied that Miss C's genuine card and PIN were used. Based on the evidence, it's most likely that the disputed payments were made because Miss C failed to keep her account sufficiently safe. So I'm unable to tell Santander to refund them. This is a difficult message for me to give, and I know it's a difficult message for Miss C to receive. But given the evidence I have, and the balance of probabilities, I'm currently unable to reasonably reach any other conclusion.*

I said I'd consider anything else anyone wanted to give me – so long as I received it before 28 November 2023. But neither Miss C nor Santander sent me anything new to consider.

### **What I've decided – and why**

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

Neither side have sent me any new evidence or arguments. So having reconsidered the case, I've come to the same conclusion as before, and for the same reasons as set out in my provisional decision above.

### **My final decision**

I don't uphold this complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 27 December 2023.

Adam Charles  
**Ombudsman**