

## **The complaint**

Mrs P has complained that Santander UK Plc won't refund the money she lost after falling victim to a scam.

## **What happened**

In autumn 2023, Mrs P was called by a scammer who'd spoofed the number of a genuine police station and convincingly impersonated a police officer. They told Mrs P that the bank's branch staff were fraudulent and were dealing in counterfeit money, and they asked for her help. They persuaded Mrs P to withdraw £5,000 in the branch, to mislead the staff using a prepared story, and to then hand the cash to a fake courier.

In the following days, Mrs P realised she'd been scammed and reported the matter to Santander. Santander explained that, while they sympathised, they were unable to get the cash back and were not liable for the loss.

Our Investigator looked into things independently and explained that, while they were sorry to hear about what the scammer did to Mrs P, they didn't think Santander were liable.

Mrs P asked for an ombudsman's opinion, so the complaint's been passed to me to decide.

## **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.

I understand that Mrs P fell victim to a cruel scam, and that she's been going through a truly tough time more widely, and so she has my sympathy. I'm grateful to Mrs P for being open and candid with our service about what she's gone through. I appreciate this cannot have been an easy time for her, and I appreciate why she wants her money to be returned.

It's worth keeping in mind that it's the scammer who's primarily responsible for what happened, and who really owes Mrs P her money back. But I can only look at what Santander are responsible for. Having carefully considered everything that both sides have said and provided, I'm afraid that I cannot fairly hold Santander liable for Mrs P's loss. I'll explain why.

It's not in dispute that Mrs P authorised the withdrawal involved. So although she didn't intend for the money to end up with a scammer, under the Payment Services Regulations she is liable for the loss in the first instance. And broadly speaking, Santander had an obligation to follow her instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.

I agree that the withdrawal in question was out of character for Mrs P, and so I'd have expected Santander to speak with her about it. But I can see that they did.

From the record of the conversation, it looks like the staff member asked relevant questions. They noted Mrs P told them that the withdrawal was to help a family member with funeral costs. She said she would meet the family member in person to give them the cash. The staff member probed further, checking with Mrs P whether she'd been told to give over that story and whether the payment was actually for another reason, but Mrs P said she hadn't. The staff member gave her warnings about potential scams, but Mrs P wanted to go ahead.

So it seems that Santander did intervene, but the scammer had convinced Mrs P to stick to a fake cover story. Mrs P suggested Santander should have questioned her more. While I do understand where she's coming from, I'd expect questioning to be proportionate to the risk involved – for example, I wouldn't expect the bank to have interrogated her. And from what Mrs P told us, the scammer had spoofed a genuine police number, they were extremely convincing, they spoke to her multiple times, and she was completely convinced by them. She described herself as being completely under their spell, and as feeling sure that they were really a police officer. Mrs P had been persuaded to distrust the branch staff and to stick to the scammer's cover story, she thought the police were listening to her in the branch, and she thought she was doing her duty. As such, it doesn't seem likely that further proportionate questioning would've uncovered the scam or broken the scammer's spell. In the particular circumstances of this case, it seems more likely than not that Mrs P would've still gone ahead with the withdrawal. So I don't have reasonable grounds on which to hold Santander responsible.

Finally, I've considered whether Santander could've reasonably done more to recover Mrs P's money after she told them about the scam. Unfortunately, as the money was withdrawn in cash and then handed to someone in person, there was no way for Santander to get it back. And this type of transaction was not covered by the CRM Code for scams. So there was not anything more that Santander could've reasonably done there.

So while I'm very sorry indeed to hear about what the scammer did to Mrs P, I don't think Santander can fairly be held responsible for her loss. And so I can't fairly tell Santander to refund Mrs P's money in this case.

### **My final decision**

For the reasons I've explained, 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 Mrs P to accept or reject my decision before 20 January 2025.

Adam Charles  
**Ombudsman**