

The complaint

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

What happened

In January 2023, Mrs R met with a potential buyer to sell a vehicle. The buyer showed her a screenshot that they'd paid her £18,500.

Mrs R said she called Santander and asked how long it would take for the payment to show. She said she was told up to two days, and the advisor could not see that the payment had arrived. Mrs R chose to give the vehicle to the buyer. She said the buyer called her later and said they'd cancelled the payment or it had otherwise bounced, and they were going to just keep the vehicle and not pay her.

In August 2023, Mrs R complained to Santander. She now says the advisor implied that because the buyer had given her a payment reference, there was nothing to worry about. She says if the advisor had specifically told her not to hand over the keys, then she wouldn't have done.

Neither Mrs R nor Santander have any record of this call.

Our investigator looked into things independently and didn't uphold the complaint. Mrs R didn't agree, 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 R fell victim to a scam, and so she has my sympathy. I appreciate that this was a large amount of money to lose and this can't have been an easy time for her, and I appreciate why she feels she should be reimbursed. It's worth keeping in mind that it's the scammer who's primarily responsible for what happened, and who really owes Mrs R her money. But my decision is about Santander, not the scammer. And it's based on whether I can fairly hold Santander responsible for things, rather than being based on my sympathy for Mrs R. I'm afraid that, having carefully considered everything that both sides have said and provided, I can't fairly hold Santander liable for Mrs R's loss. I'll explain why.

First, I do need to point out that neither side have any record of the call in question. Mrs R says she deleted her call log, and says her phone company won't give her an itemised bill. Meanwhile, according to Santander's records there was no call with Mrs R that day on either her mobile or landline number, and there are no alerts or notes on her account to show that any such conversation happened. And it would be very difficult for me to hold Santander responsible for things based on a call which the customer can't show they ever made and the bank's records indicate was never received.

With that said, even if I accept that that call happened: given what I've been told, I'm afraid I still could not reasonably hold Santander responsible for Mrs R's loss. I've listened to Mrs R's call with Santander from shortly after the scam, when the matter was fresh in her mind. There, she only said she asked how long a payment would take to show, and was told up to two days. The advisor did not confirm that the payment had arrived, and instead could not find it. Based on what Mrs R recalled of the conversation, the advisor did not say or reasonably imply that the payment had arrived or that Mrs R should hand over the keys.

I don't agree that the advisor had a duty to explicitly tell Mrs R *not* to hand over the keys. Based on what Mrs R said at the time, they told her the payment hadn't been received, and they answered her question about how long a payment could take. It was then up to Mrs R to choose whether to wait or not. And, as our investigator pointed out, as there's no record of this call I can't be certain that the advisor *didn't* tell Mrs R not to hand over the keys.

In her later complaint, Mrs R says she told the advisor that the buyer gave her a payment reference, and the advisor implied that Mrs R therefore had nothing to worry about. Mrs R says this meant she felt safe to release the vehicle. However, Mrs R never mentioned this when she spoke to Santander just after she realised she'd been scammed – she only first mentioned this seven months after the fact. If that's really what had caused Mrs R to release the vehicle, I would expect her to have mentioned this at the time. And again, I don't have any record that this call even happened, let alone that the advisor said or implied that Mrs R had nothing to worry about. So I cannot fairly or reasonably hold Santander responsible for the loss on that basis.

So while I'm very sorry to hear about what happened to Mrs R, I don't think Santander can fairly be held responsible for her loss. And so I can't reasonably tell Santander to reimburse Mrs R 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 R to accept or reject my decision before 30 April 2024.

Adam Charles
Ombudsman