

The complaint

Mrs P complains that Santander UK Plc has declined to reimburse payments that she says were made by scammers without her consent.

What happened

Mrs P has brought her complaint via a representative, but for clarity I'll refer to Mrs P in relation to comments made by her representative on her behalf.

In May 2023, Mrs P was contacted by a scammer impersonating her daughter. They told Mrs P their mobile phone had been damaged by water – this meant they were using a new SIM (with a different phone number) and were only able to message because the microphone had also been damaged.

Mrs P was persuaded to help the scammer financially, but when this was initially attempted using her online banking it was blocked on 10 May 2023. After Mrs P was unable to unblock her account over the phone, the scammer pressured her into attending Santander's branch – she did so on 11 and 12 May 2023. Her account was then unblocked.

On 12 May 2023, Mrs P put her debit card in a box and gave it to a taxi driver believing she was sending it to her daughter, she then messaged her card PIN to the scammer.

Mrs P is disputing four card payments that the scammer made using her card; they took place on 12 and 13 May 2023 and total £9,340.29. Santander sent Mrs P a message asking her to confirm if it was her making one of the payments, and Mrs P responded positively.

When Mrs P complained to Santander, she said it should have identified that she was at risk of fraud when she went in branch – asserting that she gave multiple reasons for the payments and showed Santander branch staff the messages from the scammer. Mrs P says that if Santander had warned her, and insisted she call her daughter's number, the scam could have been brought to light preventing her loss.

Santander declined to reimburse Mrs P. In summary it said that Mrs P had authorised the payments and not undertaken due diligence when she received the messages from the scammer.

When Mrs P referred her complaint to our service, the investigator didn't uphold it. In summary, they concluded that Santander could fairly hold Mrs P liable for the payments on the basis that she had shared her card and PIN with the scammer. They didn't think it was likely that Mrs P had shown the branch staff the messages from the scammer.

Mrs P didn't agree, she reiterated that she had shown the messages to branch staff before the disputed payments took place. She said it was a well-known scam, and the branch should have suggested she try contacting her daughter on her genuine number.

As an agreement couldn't be reached, the matter was passed to me for a decision by an ombudsman. I asked for further information and provided Mrs P a copy of the call recordings

of the conversations between herself and Santander on 10 and 11 May 2023.

I also let both parties know that I didn't intend on upholding the complaint and shared additional reasons for this. In summary, I agreed Santander could fairly hold Mrs P liable for the payments. And while I thought Santander ought to have done more to satisfy itself that Mrs P wasn't the victim of a scam, I didn't think it was likely that if Santander had appropriately intervened it would have prevented Mrs P's loss.

Mrs P didn't agree – she thought it was convenient that Santander couldn't provide the call recording from 12 May 2023 and said it was clear from the calls Santander had provided that Mrs P was confused and that staff at Santander were concerned. She maintained that Santander had failed in its duty of care and missed an opportunity to uncover the scam.

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.

Having done so, while I'm sorry to hear that Mrs P has been the victim of a cruel scam, I'm not upholding this complaint. I'll explain why.

The relevant law here is the Payment Services Regulations 2017 (PSRs) – in line with these, Mrs P is essentially liable for payments that she authorised and for unauthorised payments if she failed in her obligations to keep her secure information safe with "intent" or "gross negligence". Similar provisions are set out in the applicable account terms and conditions.

It isn't in dispute that Mrs P deliberately gave a third party her Santander card and PIN for the purpose of them being able to make payments on her behalf. Or that she confirmed at least one of them to Santander. This means that at least some of the payments were very possibly authorised. But even if it wouldn't be fair to treat the payments this way, Mrs P has deliberately not kept her secure information safe (albeit due to the scam) and so the starting point here is that she is liable for the payments.

Is there any other reason it would be fair for Santander to reimburse Mrs P?

Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, Santander ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

Here, Santander interacted with Mrs P on multiple occasions during this scam. Unfortunately, not all the evidence I have asked for is available, including the notes from Mrs P's branch visits and the call recording from 12 May 2023 which led to Mrs P's account being unblocked.

Where evidence is incomplete, missing or contradictory, I need to determine what I think is more likely than not to have happened. I do this by weighing up what I do have and making a finding on the balance of probabilities.

I have considered the calls that have been provided from 10 and 11 May 2023 alongside the messages provided between Mrs P and the scammer, and what Mrs P says happened.

I understand that Mrs P thought the attempted payment (that led to her account being blocked) was to help her daughter. But in the call on 10 May 2023, Mrs P said the money was to pay for her phone to be repaired. Santander staff appear to have had concerns based

on Mrs P's answers and the amount of the payment, so it didn't unblock her account. Rather she was given scam warnings including one that was particularly relevant as it accurately described the scam Mrs P had fallen victim to. During this call Mrs P gave misleading answers to Santander's questions, including that she had met with her daughter in person. Mrs P agrees in the call to telephone her daughter to discuss the repair but then doesn't do so. Santander also tell Mrs P that if she's been told to mislead it or give the wrong payment reason it's a scam and she confirms that she hasn't been told to lie.

In the call on 11 May 2023, Mrs P provides an amended reason for the payment, positioned as clarification – that she is repaying a friend who purchased a replacement phone for her. In this call Santander staff appear concerned that Mrs P doesn't know the full name of the payee, she explains that she calls him by a nickname.

The messages between Mrs P and the scammer show that she was coached and the answers she gave to Santander were based on what the scammer told her to say.

As I've said, unfortunately I don't have the call from the 12 May 2023, but based on Mrs P's previous calls, I think it's more likely than not that Mrs P gave inaccurate information to Santander to reassure it and unblock her account. This is because the calls I do have demonstrate that she trusted the scammer and was prepared to mislead Santander at their instruction. Mrs P was also still being coached and pressured by the scammer to unblock her account on 12 May 2023. So, I don't think it would be fair to conclude that Santander fell below the standard it would be reasonable to expect when it unblocked her account or in not uncovering the scam at this stage.

I understand Mrs P says she showed the messages from the scammer to branch staff and that they should have done more to identify the scam and break the spell she was under. Mrs P says that if Santander had told her to call her daughter's previous number, this would have worked, as speaking to her real daughter is what later revealed the scam.

As I've said, we don't have branch notes from Mrs P's visits. But I'm not persuaded that it's more likely than not that Mrs P showed the branch staff the messages. This is for similar reasons as I've set out above - Mrs P was coached by the scammer to mislead Santander about what was going on, and she did so. It wouldn't be consistent with this behaviour for her to openly show Santander the messages, given these conflicted with what she had told Santander. I also think that if she had shown staff members the messages that it likely would have led to them identifying the scam and taking further steps to protect her. So, I think it's more likely that she told branch staff a story that the scammer had given her to avoid detection, as she had done in previous calls.

I've considered Mrs P's comments about whether Santander were or should have been concerned by the calls and done more to discuss the payment with her in branch. I don't think it's an accurate characterisation of the call on 10 May 2023 to say Mrs P confirmed she had received one of the "classic scam texts" that Santander had read out to her. While she says yes to a question about sending money following a request in a message, she also says it was her daughter's own number and had previously said she'd met her daughter in person – these elements were inconsistent with the scam it was warning her about. I note that Santander wasn't satisfied based on these calls that it should unblock her account, and so it spoke to her again on 12 May 2023. I've previously explained why I think Mrs P would likely have misled Santander in this call leading to it unblocking her account.

I've also considered what happened after Mrs P's account was unblocked and the scammer began to make card payments. In my opinion, the card activity indicated a heightened risk of fraud as there were multiple attempts to make large payments in quick succession. Many of these were declined by Santander as suspicious and it sent Mrs P a message to verify the

payments were being made by her. I think a proportionate intervention would have gone further to identify the circumstances surrounding these payments.

However, in order for it to be fair and reasonable for me to require Santander to reimburse any of the payments, I would need to think that had it undertaken a more appropriate intervention (such as discussing the payments with Mrs P) this would have likely prevented Mrs P's loss. I don't think that's the case here. Rather, I think it's more likely that Mrs P would have given answers based on the scammer's coaching and in doing so misled the bank and confirmed she wanted to make the payments.

I'm mindful that Santander had previously given Mrs P a warning that was very relevant to the scam, and recommended she speak to her daughter. So, I'm not sure what Santander could have said to her to make her realise it was a scam. It does appear that she trusted she was messaging her genuine daughter, and it was only in speaking to her real daughter directly that she was able to accept that this was a scam.

So, for the reasons explained, I don't think Santander needs to do anything further in relation to Mrs P's claim.

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 Mrs P to accept or reject my decision before 20 June 2025.

Stephanie Mitchell
Ombudsman