

The complaint

Mr and Mrs B complain that Santander UK Plc (Santander) didn't stop numerous transactions (each of around £1.00) from leaving their account. The amounts have been refunded but they are unhappy with how this has been handled by Santander.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. Santander has refunded the amount taken from Mr and Mrs B's account.

The complaint has been passed to me for a final decision as Mr and Mrs B are unhappy with how Santander have handled their concerns. They want further information about what Santander has done to prevent this happening again. They also want clarity around how the transactions could have been made to an account not in their name, which they say they didn't open. They also want to know if Santander has taken steps to identify the account holder of the account the funds were transferred to and if the police or other criminal investigators have been informed.

Following our involvement Santander has offered Mr and Mrs B £150 compensation in total which I understand to be for the inconvenience they caused.

As Mr and Mrs B haven't accepted this offer this complaint has been passed to me for a final decision.

I've considered Mr and Mrs B's concerns in more detail below.

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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've considered everything they have sent.

Before I set out my thoughts on the complaint it will be useful to set out my role and how as a service we investigate complaints. My role isn't to punish or regulate businesses. Instead, where I find a business has acted unfairly my role is to look at the impact this error had on the consumer and (as far as possible) aim to put the consumer back in the position they would have been in had the error not occurred.

Mr and Mrs B are understandably concerned about how the fraud occurred and want further information from Santander about this and the steps Santander are taking to prevent something similar occurring again. However, it is outside the scope of this complaint for me to ask Santander to change their internal processes going forward. In addition, while I appreciate Mr and Mrs B's point that perhaps a larger fraud could have occurred had they not noticed the smaller amounts leaving their account, our compensation awards are for the

impact a business' wrongdoing had on its customer, and not for losses that might have occurred.

It isn't disputed that the transactions weren't authorised. And Mr and Mrs B accept that the point of compromise which allowed the transactions to occur may be difficult to identify. It is also important to note that the fact an unauthorised transaction went through doesn't automatically mean that a business has done something wrong. Santander also told Mr and Mrs B that it appears that it was Mr B's card details that were used (and they subsequently blocked that card) and that the transactions were linked to a specific app.

Mr and Mrs B also want to know if Santander contacted the provider the unauthorised transactions went to. And if Santander contacted that provider to ascertain the identity of the account holder. They also want confirmation as to whether Santander contacted the police and any other criminal investigators and if they didn't their reasons why. Santander confirmed that they didn't contact the provider the funds were transferred to. And I haven't seen anything to show that they contacted the police or other criminal investigators. Given that Mr and Mrs B received a full refund of the disputed transactions, I don't think that Santander needed to take these additional steps or acted unfairly by not looking into this further.

I've also thought carefully about the impact of Santander's actions had on Mr and Mrs B and if the £150 compensation offered is fair and in line with our approach.

The transactions occurred in May 2024 and were refunded to Mr and Mrs B. However, it doesn't appear to have been made clear to Mr and Mrs B that this refund was permanent. Looking over the contact notes Santander provided detailing the contact they had with Mr and Mrs B, and considering what Mr and Mrs B has told our service, it's clear that Mr and Mrs B spent a lot of time and effort trying to sort this out. I can also see that Santander incorrectly informed Mr and Mrs B that their complaint was closed when it wasn't – which I can imagine further added to their frustration and confusion.

After carefully reviewing all the information given and considering how long this went on for and the impact this had on Mr and Mrs B I think the £150 offered by Santander is fair and in line with what I would award for errors of this kind.

My final decision

My final decision is that Santander UK Plc should pay Mr and Mrs B £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 11 June 2025.

Sureeni Weerasinghe
Ombudsman