

## **The complaint**

Ms A complains that Santander UK Plc won't refund the moneys he lost when she was the victim of what she feels was a scam.

## **What happened**

In November 2023, Ms A was locked out of her property and so arranged for a locksmith to visit her. The locksmith drilled through her existing lock and then replaced it with a new one, and Ms A made a payment of £562.80 using her Santander debit card to pay them for this.

But after the locksmith had left, Ms A says she found out that her previous lock likely did not need to be drilled and replaced, and that the replacement lock wasn't of the standard she had been told it would be. She complained to the locksmith but they couldn't reach an agreement, so Ms A reported the payment she had made to Santander as a scam.

Santander investigated but said Ms A had authorised the payment and it couldn't be held responsible for her loss. So it didn't agree to refund the payment she had made. Ms A wasn't satisfied with Santander's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think Santander had acted unreasonably in not carrying out a chargeback and not agreeing to refund the payment Ms A had made. Ms A disagreed with our investigator, so the complaint has been passed to me.

## **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, I don't think it would be fair to require Santander to refund any of the payment Ms A made here. I'll explain why below.

*Should Santander have done more to protect Ms A when she made this payment?*

Banks are expected to make payments in line with their customers' instructions. And while I appreciate she now feels she has been the victim of a scam, Ms A did authorise the payment here. So the starting position in law is that Santander was obliged to follow her instructions and make the payment. So Ms A isn't automatically entitled to a refund.

The regulatory landscape and good industry practice sets out requirements for banks to monitor accounts, have systems in place to look out for unusual transactions which might indicate its customers are at risk of financial harm, and to take additional steps or carry out additional checks before processing payments in some circumstances to help protect customers from the possibility of financial harm.

But the payment Ms A made here wasn't for a particularly large amount, or for an amount I'd expect Santander to recognise as suspicious based on its size alone. Ms A had made other payments out of her account for what I consider to be similar amounts in the months before

this payment. And there wasn't anything else about this payment that I think Santander should have identified as suspicious.

So I don't think it's unreasonable that Santander didn't identify that Ms A could be at risk of financial harm as a result of this payment, and didn't take any additional steps before allowing it to leave her account.

*Should Santander have done more to recover the money Ms A lost?*

We expect banks to take reasonable steps to try to recover any money their customers have lost – including making use of any available chargeback scheme. So I've considered whether Santander did enough to try to recover the money Ms A lost.

A chargeback is a process by which card payments can be disputed with the merchant who took the payment. But the rules about the reasons why a payment can be disputed are set out in the chargeback scheme rules – which the bank must follow. And we'd only expect a bank to pursue a chargeback where there was a reasonable chance of it being successful.

There are a number of reasons for which a chargeback can be raised, including misrepresentation or goods not being as described. But it is for the person making the claim, Ms A in this case, to evidence that they have a valid claim.

I appreciate that Ms A has sent us a number of pieces of evidence which she feels show that the amount she was charged by the locksmith was unnecessarily high and that the replacement lock she was given wasn't of the standard she was told it would be. But, having reviewed this evidence and everything she has provided, I'm afraid I'm not satisfied it demonstrates that a claim would likely succeed.

Much of what she has provided relies on hearsay about things she says she has been told about how to judge the quality of a lock, and I don't think the evidence she has sent clearly demonstrates that the replacement lock she received wasn't of the quality she agreed with the locksmith. She has also provided general information about when certain work may be necessary and how much certain work should cost, but I don't think this demonstrates that the work she received wasn't necessary in her specific case or that she was significantly overcharged.

And so I don't think it's likely that any chargeback claim for the payment Ms A made would likely have been successful, and I think Santander has acted reasonably in not pursuing one.

Ms A has also raised that the locksmith didn't carry out the work with reasonable care and skill or for a reasonable price, and that there are protections in place for customers in these circumstances. But while these protections may mean she can make a claim against the locksmith, I don't think they mean Santander can be held responsible for the issues she has raised.

I sympathise with the position Ms A has found herself. I'm also in no way saying she did anything wrong or that she doesn't have a legitimate grievance against the locksmith. But I can only look at Santander's responsibilities here and, for the reasons I've explained above, I don't think it would be fair to require Santander to refund any of the payment she made.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or

reject my decision before 17 October 2025.

Alan Millward  
**Ombudsman**