

The complaint

Mrs F complains Santander UK Plc won't reimburse money she lost when she fell victim to a scam.

What happened

As all parties are aware of the full complaint details, and they are not in dispute, I will only include a summary here. Mrs F was looking online for holiday accommodation, having previously booked rooms via an intermediary which she believed had an additional cost. This time she was looking to obtain room bookings for her family members and so sought to book from the same hotel that she already held a booking at for them as well. Having found, what she believed to be, the website she was directed to a well-known messenger app, which allows telephone calls to be connected, and believed she was speaking with the hotel manager. Mrs F was then quoted £7,025 (in total), which she subsequently transferred in person in a Santander branch. However, the hotel website Mrs F had used was in fact one that had been cloned, not the genuine site.

Our Investigator looked into things but didn't recommend the complaint be upheld. He wasn't persuaded, on balance, that Santander could have uncovered the scam. Mrs F disagreed and so the case has been assigned to me to issue a decision.

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'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I don't doubt Mrs F has been the victim of a scam here – she has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean she is automatically entitled to recompense by Santander. It would only be fair for me to tell Santander to reimburse Mrs F for her loss (or a proportion of it) if: I thought Santander reasonably ought to have prevented the payment Mrs F made, or Santander hindered the recovery of the payment – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach. I've thought carefully about whether Santander treated Mrs F fairly and reasonably in its dealings with her, when she made the payment and when she reported the scam, or whether it should have done more than it did. Having done so, I've decided to not uphold Mrs F's complaint.

I know this will come as a disappointment to her and so I will explain below why I've reached the decision I have:

- I have kept in mind that Mrs F made the payments herself and the starting position is that Santander should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance. I appreciate that Mrs F did not intend for her money to ultimately go to a scammer – but she did authorise the payment to take place. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.
- Due to the size of Mrs F's payment, which was also international, Santander ought to have been concerned.
- Santander has supplied us with a copy of the material that the staff member would have had to cover with Mrs F prior to allowing the payment. This process included specific statements that had to be read, and depending upon the payment reason, additional tailored information – including suggestions of when an advisor should escalate any concerns they may have of fraud. Such a conversation would have allowed, with prompts, Santander to discuss the payment with Mrs F and ask probing questions.
- The branch notes from the time state Mrs F was depositing some of her mother's money into the account for a holiday and a scam chat occurred. As the advisor had obtained, and then noted, these details I am persuaded that it is more likely than not that the advisor would have followed the materials when speaking with Mrs F. I say this because it seems most likely these details were obtained whilst conversing with Mrs F, whilst following the materials. I have not been supplied with sufficient evidence which suggests this would not have been so.
- This was a rather sophisticated scam and Mrs F was in a very unique situation of believing she had recently booked with this same hotel. She also found the website herself – which also used the same well-known messaging app as the fake website. The fact she was making an international payment, to an international hotel, would not have been a red flag for any of the parties. This all would have added to her confidence in what she was doing.
- Ultimately, by being open and honest Mrs F would have inadvertently alleviated the concerns of Santander about the risk of fraud, or a scam. Mrs F reasons for being in branch would have seemed very plausible – because she would have been able to confidently answer all questions and explained she had already booked a room with the hotel recently. If necessary, I'm sure she could even have shown Santander all the prior booking information as part of her evidence that this was a real hotel.
- I've noted Mrs F has referenced decisions that she believes are close to her circumstances. However, we consider each case on its own individual merits and although she believes the circumstances of other decisions seem to be similar, there are key differences.
- I'm similarly not persuaded there were any prospects of Santander successfully recovering the funds. International payments are more difficult to recover and ultimately scammers will usually move funds elsewhere to make recovery more difficult.
- Although Santander has signed up to the Contingent Reimbursement Model Code, the payments Mrs F made from her account aren't covered by the Code because she made the payments internationally. I cannot fairly and reasonably say that Santander should have to refund payments under the Code when it doesn't apply here.

I truly am sorry to hear of the substantial amount of money that Mrs F has lost to this cruel scam. I do not doubt the impact this had and kept this in mind whilst considering her complaint. Ultimately, I cannot fairly say Santander has to compensate Mrs F.

My final decision

My final decision is I do not uphold this complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 24 October 2025.

Lawrence Keath
Ombudsman