

## **The complaint**

Ms F complains that Santander UK Plc won't reimburse her after she sent money to a scam.

## **What happened**

Ms F has explained that she was looking to purchase a specific bike online, and found a business that appeared to be based internationally that sold the bike she had in mind. Ms F has explained that she called the business using the telephone number provided, and the call was answered by what appeared to be the corresponding business. Ms F was then asked to email her query, which she did, and this was also answered, confirming the bike to be available. Ms F also researched the business online and found it to be registered in the corresponding country.

Therefore, believing the firm to be genuine, when Ms F received her invoice, she attempted to make a payment via online banking to the international account details provided. However, the payment couldn't be processed and Ms F therefore called Santander to make the payment of £7,813.

Having listened to the call Ms F had with Santander, it appears the payment hadn't been processed online because Santander didn't have a corresponding bank loaded onto its system that could receive Sterling payments. However, Ms F was told by the Santander advisor that she could instead make the payment in Euros, which she agreed to do.

During the call, Ms F was asked some questions about the payment, such as whether she'd researched the bike shop and that she is happy it is genuine. Ms F responded that she believed it to be genuine, that she'd spoke to the company both by phone and email, but that she'd never bought from them before. After some further general scam warnings, Ms F's payment was processed on the phone.

Ms F was told by the bike firm when to expect delivery of her bike. However, after the bike never arrived as promised, Ms F tried to contact the store again, but subsequent calls and emails went unanswered.

Realising she'd fallen victim to a scam, Ms F contacted Santander to make a claim. Santander considered Ms F's claim but didn't uphold it. It said Ms F's payment was international and therefore wasn't eligible for reimbursement under the relevant voluntary codes.

Ms F remained unhappy and referred her complaint to our service. An investigator considered the complaint but didn't uphold it. She said the payment was sufficiently out of character that Santander ought to have questioned Ms F about the payment more than it did. However, she didn't think, based on the thorough checks Ms F had already completed, that any subsequent questioning by Santander would've made a difference here in stopping Ms F from making the payment.

Ms F disagreed with the investigator's view. She said the call she had with Santander was both reassuring and encouraging for her to make the payment and that Santander ought to

have provided her with a more detailed warning, which she would have heeded.

As Ms F disagreed with the investigator's view, the complaint has been referred to me for a final decision. Since reviewing the complaint, I've contacted Santander and Ms F explaining why I think Ms F's complaint should be upheld, and asked Santander to let me know whether it agrees. As Santander didn't respond, I'll briefly set out my reasoning below for now upholding Ms F's complaint.

### **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.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

However, where the customer made the payment as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for the bank to reimburse the customer even though they authorised the payment.

As this payment was made internationally, it is not covered by the Lending Standards Board's Contingent Reimbursement Model (the CRM Code). However, I would still expect Santander to be on the lookout for unusual or out of character payments on customers' accounts and question these to ensure their customer wasn't at risk of financial harm from fraud.

Santander has provided Ms F's account statements, which shows this was the highest value payment for at least four months – as well as being made internationally to a new payee. I therefore think the payment warranted questioning by Santander. While Santander asked some general questions during its call with Ms F, I don't think these went far enough in explaining some typical hallmarks of 'goods not received' scams, and how Ms F may better protect herself - or to help Ms F identify whether this was a genuine seller or not.

From Ms F's responses to Santander's questions, it's clear she's very open in what she has done so far to verify the business she's paying - when asked if it is genuine she responds 'yeh I believe so, I phoned them this morning so the number works and I've had a couple of emails back and forth so yeh, I'm quite confident. I've never bought anything from them before...' I think her openness in sharing what checks she's completed so far, as well as the fact she hasn't used this firm before, shows she's open to suggestions on things to look out for, but nothing further is provided for her to check. I accept this wouldn't be an easy scam to uncover, but from Ms F's interactions with Santander and checks she'd attempted herself, I think it's more likely than not that she wouldn't have proceeded had there been any doubts about the firm's legitimacy and that Ms F would have heeded any advice provided by Santander.

For example, if Santander had advised to check online reviews (which there were none of), questioned how the price compared to other stores (it seems a cheaper price than other retailers identified), whether other payment options were available (it would strike me as unusual that a firm could offer free international shipping, yet not accept a card payment), along with an explanation that this payment is the equivalent of sending cash and that genuine firms can also have their businesses cloned online, I think this would have caused enough of a doubt Ms F's mind for her not to proceed.

As I don't think Santander went far enough to identify and prevent this scam from occurring, it follows that I think it can be held liable for Ms F's losses. I've also gone on to consider whether Ms F has also contributed to her losses by way of contributory negligence, and whether she should also be held jointly responsible – but I don't think she should. Ms F had made several checks on the scam firm prior to proceeding and had been open with Santander about these checks. Without further advice on how to protect herself, I think the steps Ms F took to protect herself were reasonable.

### **My final decision**

My final decision is that I uphold Ms F's complaint in full and I direct Santander to:

- Reimburse Ms F the £7,813 she sent to the scam
- Apply 8% simple interest from the date the payment was made, until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 16 October 2025.

Kirsty Upton  
**Ombudsman**