

## **Complaint**

Mrs R is unhappy that Santander UK Plc didn't reimburse her after she reported falling victim to a scam.

## **Background**

Mrs R hired a gardener to do some work in her garden. He started by cutting down trees. She was later quoted £3,500 for more work, including replacing her garden fence. She agreed to go ahead, and the gardener started the work. Mrs R needed to pay him but couldn't get to her local bank branch because she doesn't have transport. The gardener offered to drive her to a main branch in the city. She waited in a long queue at the bank, but when she got to the counter, her ID wasn't accepted. She was only able to withdraw £2,000. A staff member then took her to a cash machine where she withdrew another £1,500 in two separate transactions using her debit card. Mrs R says she gave the money to the gardener who said he would keep it. He then drove her home.

Later, Mrs R said the work wasn't finished and what was done was poor quality. She now believes she was scammed. She complained to the bank, asking for her money back. The bank said it wouldn't refund her because it saw this as a civil dispute between her and the gardener. Mrs R wasn't happy with that and so she referred a complaint to this service. She also mentioned that she was unhappy that her local branch had closed forcing her to travel to a different one, that she had to wait a long time in the queue in the branch and that no employee of Santander asked her what the withdrawals were for.

The case was looked at by an Investigator who didn't uphold it. Mrs R didn't agree with the Investigator's opinion and so the complaint has been passed to me to consider and come to a final decision.

## **Findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The basic rule is that Mrs R is responsible for any payments she agrees to from her account. There's no dispute that she made the withdrawals herself, so she would normally be considered responsible for them. However, banks also have a duty to look out for unusual or suspicious activity that might suggest fraud. If something seems out of the ordinary, they should take steps to protect the customer, such as asking questions about the payment. It's also important to say that for a complaint to be upheld, it's not enough to show that the bank did something wrong. What the bank did wrong must have caused the loss that the customer experienced.

Santander said it didn't think this duty applied here because it believed this was a civil dispute between Mrs R and the gardener, not a scam. Based on the evidence, it's difficult to say for sure whether this was a scam. But even if it was, I don't think it would change the outcome. I agree that Santander should have asked Mrs R about the withdrawals. But I don't think that would have made a difference. If asked, Mrs R could have explained that she

knew the gardener, that he had already started work, and that she was happy for him to do more. I accept that she says that she wasn't particularly happy with what had been done so far, but she was still willing to hire him to carry out further work. That would likely have reassured the bank. Overall, I think that, even if Santander had asked more questions, it wouldn't have stopped Mrs R from withdrawing the money or handing it over. For that reason, I don't think the bank's actions caused her loss.

Mrs R is understandably upset that her local branch was closed. Decisions about branch closures are up to the bank and the regulator, not this service. Also, I don't think the closure made a difference in this particular case. In other words, there's no clear reason to believe she wouldn't have withdrawn the money if she'd gone to a local branch instead. It also sounds like Mrs R had a frustrating experience at the branch, including a long wait. But delays like this can happen, especially during unexpectedly busy times, and I don't think this alone would justify compensation for distress or inconvenience.

I don't say any of this to downplay what Mrs R has been through. She has clearly been let down by the gardener she hired and is out of pocket as a result. However, my role is to look the actions and inactions of the bank and, for the reasons I've explained above, I don't think those caused her to lose out here.

### **Final decision**

For the reasons I've explained above, I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 3 September 2025.

James Kimmitt  
**Ombudsman**