

## **The complaint**

Ms B complains that Santander UK Plc ('Santander') won't reimburse her, after she made payments to a church/organisation for spiritual enrichment, that she now believes to have been an Authorised Push Payment ('APP') scam.

## **What happened**

The background to this complaint is well known to all parties and was set out in detail by the Investigator who considered it. So, I won't repeat the circumstances again here in full. In summary, in 2018 Ms B joined a youth group which was part of a church/organisation. I'll refer to it going forward as 'UC'. Ms B shared that she joined thinking she'd found a community that would help her get closer to God and in finding peace.

Between 2019 and 2021, Ms B made numerous payments via card payments and faster payments to UC totalling £38,521.22.

In January 2023, Ms B left UC – she said following this she had to unlearn all she was taught and it made her realise how wrong it was. Ms B says she didn't make the payments in the right mindset – that she was coerced and pressured into making them. Ms B said she was made to believe the payments were a sacrifice.

Ms B raised the matter with Santander in December 2024, but having considered the matter, it didn't uphold her claim. It considered the matter a civil dispute between Ms B and UC. It said the claim had not been deemed a scam, as the payments had been authorised by Ms B and the payments had been made to the intended recipient and for the purposes she intended (i.e. donations). Santander said as the faster payments Ms B made were deemed a civil dispute, they were not eligible for reimbursement under the Contingent Reimbursement Model Code ('CRM Code') which it was signed up to. It added card payments aren't covered by the CRM Code and, as all the transactions had been authorised by Ms B, it couldn't deem these as fraud – so it was not in a position to reimburse her.

Ms B remained unhappy and referred her complaint to this service. Ms B in bringing her complaint said she would like Santander to take responsibility that it could have done more to flag the payments – in particular the faster payment of £15,149.19 and she would like it to refund her the payments.

One of our Investigators looked into things but didn't uphold it. She acknowledged Ms B's honesty and openness in sharing with us the circumstances and recognised this will have no doubt been emotionally sensitive and upsetting for her to have to recall the events. But she didn't find a scam had occurred. She thought this was a civil dispute between Ms B and UC. She also thought Santander's agents within its calls, engaged with Ms B and provided a service she would've expected.

Ms B didn't agree. As an informal resolution couldn't be reached, the complaint has been referred to me for a final 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 very 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 focussed 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 haven't. 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.

From the outset I'd like to assure Ms B that I have carefully considered the circumstances she has bravely shared with us since she joined UC and the wider circumstances surrounding the payments she made. I further recognise what she's told us about her health in the years prior to joining UC.

While I know this will not be the outcome Ms B was hoping for, I'm in agreement with the outcome reached by our Investigator and for much of the same reasons. I'm afraid I don't think Santander is responsible for refunding Ms B the money she's lost. I will explain why.

I'm aware Ms B said she made the payments due to being coerced and manipulated by UC but it's not in dispute that the payments in question were authorised by her. So, in accordance with the Payment Services Regulations 2017, Ms B is presumed liable for the loss in the first instance.

However, there are additional considerations where the payments were made as a result of an APP scam – as Ms B says was the case here. Taking into account the law, regulations, guidance, standards, codes, and industry practice, I consider there to be some circumstances where it may be fair and reasonable for an account provider to reimburse their consumer if they authorise a payment due to the actions of a fraudster.

Of particular relevance to the question of what is fair and reasonable in this case is the CRM Code, which Santander was a signatory of. This provides additional protection to victims of APP scams, as defined in the code (in section DS1(2)(a)):

*(a) APP Scam Authorised Push Payment scam, that is, a transfer of funds executed across Faster Payments, CHAPS or an internal book transfer, authorised by a Customer in accordance with regulation 67 of the PSRs, where:*

*(i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or*

*(ii) The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent.*

Section DS2(2)(b) of the CRM code contains a specific exclusion for:

*private civil disputes, such as where a Customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the Customer is otherwise dissatisfied with the supplier*

So, what I've considered is whether Santander acted fairly in deeming this matter a civil dispute rather than a scam. Looking at the definition of an APP scam, I first need to consider

what Ms B believed the purpose of the payments to be – and whether that was legitimate.

I'm satisfied Ms B believed at the time she was making the payments that these were for spiritual enrichment with a legitimate church/organisation. I'm mindful that UC is a registered UK Charity under the Charity Commission and as such it is a legitimate supplier/organisation. I recognise Ms B in response to our Investigator raised that while it is a registered charity – it is under questioning and so doesn't agree it is a legitimate supplier. Ms B said that accepting donations is one thing but coercing people to donate is different. I'd like to assure Ms B that I haven't disregarded what she has told me about UC, but my role is not to investigate UC – this is the role of the Police and the relevant regulator - Charity Commission. My role is to consider whether I think Santander has acted fairly and reasonably in not reimbursing her the funds she's lost.

Based on the information I've seen, I can't safely say Ms B didn't make the payments to a legitimate supplier – UC.

Ms B has also told us that when making the payments she was not expecting anything specific back in return for the money she paid. She's shared that the payments were made on the understanding that if you sacrifice something, something good will happen. Ms B explains that UC acted like a campaign was between the individual and God and that the individual asks God for what they need and presents their sacrifice. Ms B adds she did not ask God for anything material – just to be spiritually stronger.

I've thought carefully about what I've seen and been told and, I'm mindful that the purpose for which Ms B made the payments isn't something tangible or that is quantifiable. Given the nature of these payments, I consider the subject in question here somewhat falls down to an individual's beliefs – the belief in the power of spiritual healing.

I've then gone on to think about whether UC's intended purpose for the payments it received broadly matched Ms B's purpose – to determine whether there was a dishonest deception by UC in order to deprive Ms B of these funds.

Unfortunately, due to the nature of the payments, it isn't possible for me to say with any certainty what UC's intentions were. As I've said above, the subject here concerns individual beliefs. I can't say whether UC intended to defraud Ms B, or whether it believed in the purpose it was making, and in the spiritual enrichments it was performing.

I don't underestimate Ms B's feelings about UC and her comments about the questionable way UC spends funds/donations. But again, it is not within my role or that of Santander's to forensically investigate UC. I acknowledge Ms B's reference to media articles and note there are articles online which share negative experiences. I also have no reason to doubt what Ms B has shared with us about her experiences with UC. However, these are not aspects that this service can pursue on Ms B's behalf. She would need to explore other options in relation to her concerns around coercion and manipulation through other means, such as the Police/relevant regulator. I'm afraid these aspects simply aren't covered under the CRM Code.

I appreciate Ms B has indicated some investigations are ongoing. But at this point in time, I haven't seen any persuasive evidence from any external bodies, that persuades me it is more likely than not that UC took Ms B's payments for a purpose which substantially differed from what she expected – the evidence simply isn't enough to support such a finding.

As I've concluded there is insufficient evidence to demonstrate Ms B fell victim to an APP scam, I don't need to determine whether Santander could have recovered funds, or whether there was sufficient intervention when making the payments.

This said, I do recognise Ms B feels strongly that Santander ought to have intervened when she made a faster payment for £15,145.19 in July 2021. While this is not a finding I need to make here, for completeness, I am in agreement with our Investigator, that even had Santander intervened and contacted Ms B about this payment, I don't think proportionate questioning would've likely caused Santander concern. I know Ms B's said she wasn't in the right frame of mind when making the payment so she believes that had she been asked questions by Santander it would have made her think twice. Given everything I've seen and been told, I'm afraid I don't agree. Had questions been asked, I think Ms B would've been honest about the purpose of the payment – that she was making a sacrifice/donation to UC – which it would've been able to see she'd made numerous card payments to in the years prior. Sending money to a charity organisation is a legitimate thing and so, overall, on balance, I don't think Santander likely would've had concerns or that it had reasons to not process the payment in accordance with Ms B's instructions. Further, while Ms B made a number of card payments to UC, even if Santander had intervened and contacted Ms B about these payments at any point, for the reasons I've mentioned above, I don't think this would've made a difference.

Finally, Ms B feels Santander provided a poor service when raising the matter. In particular, Ms B is unhappy that it only made a couple of calls to her, to understand a complex situation. She is also unhappy that its resolution was for her to resolve the matter with UC which given the specific circumstances shared relating to coercion Ms B didn't think was reasonable.

Having carefully considered everything I've seen and been told, I don't find Santander provided a poor level of customer service. I note Ms B's personal thoughts and views about the number of times it spoke with her before reaching an outcome on her claim. It is not for me to tell a financial business how to run – it is up to Santander to decide whether it needed to obtain further information from Ms B in order to reach an outcome on the claim raised. Here, I can see there were a couple of calls with an agent who was investigating the scam claim and there was a further call with a different agent when raising a complaint. When listening to these calls, I'm satisfied the agents asked questions to understand what had gone on and that the agents empathised with the situation. I find Santander's reference to UC was in setting out that it considered this to be a civil dispute between Ms B and UC. I'm mindful that Santander's agents did signpost Ms B to the Police and the relevant regulator. I think this was fair and reasonable in the circumstances. It follows that I don't find Santander provided a poor customer service or recommend that a compensation award be made.

To conclude, while I have a great deal of sympathy for everything Ms B has been through and that she has lost a great deal of money. For the reasons I've explained above, I don't find the payments Ms B made meet the definition of an APP scam and therefore, Santander isn't liable for her losses. This means I find the bank had no ability or obligation to try and recover Ms B's money.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 23 March 2026.

Staci Rowland  
**Ombudsman**