

The complaint

Mrs O complains about Santander UK Plc.

She says that Santander shouldn't have let her make a payment to a builder and would like it to refund her the amount of the payment.

What happened

Mrs O noticed that her neighbour was having some work done on their property and approached builder to enquire about a repair on her roof. She was told that this could be done the same day, and that the price would be £750. However, on inspection Mrs O was then told that there was further work that needed doing.

The builder then attended the property and appeared to complete some work – and then asked for payment. The builder entered his own account details into Mrs O's phone and made a payment of £1,200.

However, a few days later, the builder returned and demanded Mrs O pay him a further £2,800. Mrs O says that the builder became threatening, and she was scared.

Mrs O called Santander to explain what was happening, and that she didn't want to pay any more funds. Santander told her that they would put a block on her account until she was able to confirm that the work the builder said he had done had been completed.

The next day Mrs O called Santander again – she said that she now wanted to pay £2,000 to the builder. She said she had been panicking the day before and now wished to go ahead with the payment.

Mrs O then called Santander back a few days later, to say that the work hadn't been completed, and that she had felt intimidated by the builder, and didn't feel like she had a choice.

A complaint was made to Santander about what happened. Santander concluded that the initial payment was made to a legitimate supplier – and so was a civil dispute. And the second payment constituted extortion – which is a matter for the police and not something it should be held liable for.

Our Investigator looked into things and concluded that Mrs O had been the victim of a scam. They explained that they wouldn't have expected Santander to intervene in the initial payment, but that Santander should not have let the second payment leave Mrs O's account and asked them to refund her.

Santander disagreed, so the complaint has been passed 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.

Having done so, I have decided to uphold this complaint in part, for broadly the same reasons as our Investigator. I'll explain why.

I think it is clear here that Mrs O was initially the victim of a scammer – the builder she employed to look at her roof did not complete the work agreed, which has been confirmed by a second builder who attended Mrs O's property. No work had been completed, and in fact more damage had been created by the original builder.

That said, like our Investigator I am not persuaded that the initial payment was large or unusual enough for Santander to have thought that Mrs O may have been at risk of financial harm – so I don't think that it needed to intervene in the payment. And as the payment was made to a bank account outside of the UK, the PSR APP scam rules don't apply. So, I don't think Santander can reasonably be asked to refund this payment.

However, I am not persuaded that Santander should have allowed Mrs O to make the second payment of £2,000.

During the call that took place where Mrs O was expressing her concerns to Santander, she relayed some very concerning information about the builder. Mrs O was also clearly distressed about what was happening to the point that she was in tears. Santander already has access to this call, so I won't detail all that was discussed, and our Investigator has already set this out – but Santander told her that she shouldn't make the payment and should consider calling the police.

Mrs O called back the next day, and confirmed that she now wanted to make the payment. By this point, Santander had already agreed with her that the price seemed way too high, and that the manner of the builder was highly concerning. Mrs O was not truthful with Santander about what was happening – however, given what Santander already knew, I don't think it should have taken her word for it – and to protect Mrs O, who was clearly vulnerable at the time, from foreseeable harm should have invoked the banking protocol.

Had Santander done this, then I don't think that the payment would have been allowed to leave Mrs O's account. Therefore I think it fair and reasonable that Santander refund this payment to her.

Putting things right

Santander UK Plc should refund Mrs O £2,000. On top of this it should also pay Mrs O 8% simple interest from the date of the payment until settlement.

My final decision

I uphold this complaint in part, Santander UK Plc should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 12 December 2025.

Claire Pugh
Ombudsman