

The complaint

Mrs L has complained that Santander UK Plc won't refund the money she lost after falling victim to a scam.

What happened

In summary: in 2022, Mrs L was called by scammers, who claimed they could help her exit from a timeshare agreement and get her some money back.

In March 2022, Mrs L paid for this up front by making a £4,000 international transfer from her Santander account to the scammers. She also made a further payment to the scammers from an account at a different bank.

Mrs L explained she found out afterwards that she'd already exited from the timeshare agreement beforehand. She could no longer get in touch with the people she'd paid, and realised she'd been scammed.

In May 2022, Mrs L reported the scam to Santander. Santander contacted the receiving bank to try to recover the funds, but this was unsuccessful. Santander explained they were sorry to hear what had happened, but didn't think they were liable for Mrs L's loss.

In 2024, Mrs L complained via representatives and brought the case to our service. Our Investigator looked into things independently and didn't uphold the complaint. Mrs L's representatives asked for an ombudsman's final decision, so the complaint's been passed to me to decide.

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 doing so, I've taken into account everything which both sides have said and provided. Though I won't necessarily comment on every argument or piece of evidence on a point-by-point basis as a court might. We're an alternative to the courts, here to resolve complaints more quickly and with minimal formality. So I'll keep my decision focused on what I've found to be the key points. Further, we're not the regulator – that's the Financial Conduct Authority (FCA). So we don't set the industry's processes or enforce their compliance. As such, we're not best placed to address Mrs L's representatives' points about how Santander's systems work across the board. Instead, I'm here to decide individual complaints about individual situations, so I'll keep my decision focused on what happened in this individual case.

First of all, I understand that Mrs L fell victim to a scam, for which she has my sympathy. I appreciate that such scams can feel cruel and are often not easy matters to face, and I appreciate why she would like her money back. It's worth keeping in mind that it's the scammer who's primarily responsible for their own scam, and it's the scammer who really owes Mrs L her money back. But I can only look at what Santander are responsible for. Having carefully considered everything that both sides have said and provided, I can't fairly hold Santander liable for Mrs L's loss. I'll explain why.

It's not in dispute that Mrs L authorised the payment involved. So although she didn't intend for the money to end up with a scammer, under the Payment Services Regulations she is liable for her own payment and the resulting loss in the first instance. And broadly speaking, Santander had an obligation to follow her instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.

Santander should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them. But a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. I've thought carefully about whether Santander should have done more in Mrs L's case.

Here, this was just a one-off payment, rather than – for example – a series of rapid ones. While this was a substantial amount to lose, the amount was not so large as to be of particular concern. And it was made from a much larger balance, so it didn't drain the account by any means and wasn't particularly concerning relative to the available funds. Being just the one payment, it didn't form any particularly suspect pattern. It was properly authenticated by Mrs L without anything concerning like remote access being detected, and there was nothing else Santander would've been aware of about the recipient which should've caused them to intervene. While this was an international payment to a new payee, given the lack of other concerning factors I don't think those things alone were sufficient to require Santander to intervene here. Customers will occasionally use new payees (indeed, every single payee was new at some point) or alternative payment methods, and Santander were not required or expected to intervene on every single new international payment every customer ever made. And Mrs L didn't speak to Santander about the payment at the time, so they didn't miss an opportunity to identify the scam during any contemporaneous conversation.

Overall, I don't think that this payment quite met the bar of being so remarkable that Santander needed to intervene in this case. Which means they didn't need to block it, nor speak to Mrs L about it directly, nor ask her a series of questions to provide tailored warnings, as her representatives suggested.

I've then considered what Santander did to try to recover the money after Mrs L told them about the scam. I can see that they contacted the receiving bank shortly after Mrs L's report. Unfortunately, this was unsuccessful. But I'm afraid it was never likely that the money would still be available for the receiving bank to return. It's a common tactic for scammers to move on the money as quickly as possible, before the victim realises what happened – and here, the matter was reported quite some time after the payment. Further, banks outside the UK are not generally subject to UK schemes and rules, so Santander could only try on a best endeavours basis. As this was an international payment, it was not covered by the CRM Code for scams. And it was not possible to do a chargeback. Chargebacks are run by card schemes (e.g. Visa) for card payments only. This was an international transfer made via Mrs L's online banking, not a card payment. And I'm afraid there was nothing else that Santander could've reasonably done to get the money back.

The representatives pointed out that Mrs L's other bank managed to get a refund. From what they've said and provided, that appears to be because her payment from that other bank account was made by card, so it could be disputed through the card scheme. That's not applicable here, because the Santander payment was not made by card. The refund from the other bank absolutely did not set a precedent in the way the representatives suggested, not least since banks sometimes refund payments in error or as goodwill gestures anyway. Here, that other payment appears to have been made by a different method, subject to a scheme that's not applicable here, which wouldn't be relevant to this particular payment. And in any case, as the representatives know, we look at each case on its own merits.

So while I'm very sorry to hear about what the scammer did to Mrs L, I don't think Santander can fairly be held responsible for her loss. And so I can't fairly tell Santander to reimburse Mrs L in this case.

My final decision

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

This final decision marks the end of our service's consideration of the case.

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

Adam Charles
Ombudsman