

## **The complaint**

Ms K complains that Santander UK Plc won't refund the full amount of money she lost to a scam.

## **What happened**

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Ms K complains that she sent a payment to what she thought was a legitimate travel agent, which turned out to be a scam.

When Ms K realised she had lost her money, she raised a complaint with Santander.

Santander looked into the complaint but didn't uphold it, so she brought her complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator didn't think the payment was of a value that would have triggered Santander's automatic payment checking system. He also didn't think Santander could have recovered the money.

As Ms K didn't agree with the investigator's view, the complaint has 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.

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 significant part 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.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Santander is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams. However, there are many payments made by customers each day and it's not realistic or reasonable to expect a bank

to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments.

Having considered the size of the individual payment, I'm satisfied it was not of a value or remarkable enough to have triggered Santander's payment checking process. The payment also didn't show any characteristics of what we would normally attribute to a scam – like going to a high-risk merchant.

So, I don't find Santander did anything wrong when it didn't stop Ms K's payment.

### Recovery

Because the scam payment was made via debit card, the only potential avenue for recovery would have been via a chargeback claim.

The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders.

Santander is bound by the card scheme provider's chargeback rules. Whilst there is no 'right' to a chargeback, I generally consider it to be good practice that a chargeback be raised if there is a reasonable chance of it succeeding. But a chargeback can only be made within the scheme rules, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid, and potentially succeed.

I don't consider that a chargeback would have had any prospect of success in this case. This is because the payment went to a legitimate provider, which did provide a service, albeit just not for Ms K's benefit. Santander did also raise a claim but it was declined for this reason.

So, I don't think Santander could have done more to attempt to recover Ms K's funds in this instance.

Ms K feels that Santander should refund the money she lost due to the scam. I understand that this will have been frustrating for her. But I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Santander needs to pay Ms K any compensation. I realise this means Ms K is out of pocket and I'm sorry she has lost this money. However, for the reasons I've explained, I don't find I can reasonably uphold this complaint.

### **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 K to accept or reject my decision before 17 February 2026.

Tom Wagstaff  
**Ombudsman**