

## **The complaint**

Mr and Mrs A complain that Santander UK Plc won't reimburse them after they made payments for home renovations that they now consider to have been a scam.

Mr and Mrs A are professionally represented in bringing their complaint, but for ease of reading I'll refer to all submissions as being made by Mr and Mrs A directly.

## **What happened**

Mr and Mrs A have explained that in around February 2021 they engaged a builder to complete some renovation works on their home, after he had completed a project for one of their family members. The builder, who I'll refer to as 'Mr C' visited the property and provided a verbal quote of between £30,000 and £35,000. Works included (among other things) constructing two bedrooms and a bathroom in their loft space, changing their downstairs layout to provide a larger kitchen, fitting a new downstairs bathroom and installing patio doors, new windows and a new front door.

Works were supposed to take six to eight weeks, and appeared to start well. Mr and Mrs A made payments to Mr C when requested, by both bank transfer and cash payments. However Mr C then started attending the property less regularly and the works fell behind schedule. When questioned, Mr C would provide reasons for the delays. The cost of the work also went above the initially agreed quote, with Mr and Mrs A, in total, paying over £37,000.

Eventually Mr C stopped responding entirely to Mr and Mrs A's correspondence. While some works have been carried out to their home, independent reports have confirmed that some work has been completed to an unsafe standard – for example, failing to fit fire doors where required and inadequate windows for use in an evacuation. Other work wasn't completed at all, or to a poor standard. In essence, the report confirms that Mr C did not have the knowledge required to complete such a project. Mr and Mrs A have had to pay around £6,000 for further remedial work to their home.

Believing they'd fallen victim to a scam, Mr and Mrs A contacted Trading Standards who confirmed an investigation into Mr C is underway. Mr and Mrs A have taken Mr C to court and while a judgment was made in Mr and Mrs A's favour, it appears no funds were ever received from Mr C. They also contacted their bank, Santander, to raise a claim.

Santander considered Mr C's claim but didn't uphold it, as it said work had been completed at Mr and Mrs A's home and this was therefore a civil dispute between them and Mr C. Mr and Mrs A remained unhappy and referred their complaint to our service. An Investigator considered the complaint but didn't uphold it. They also didn't think the evidence supported that Mr C set out to deceive and scam Mr and Mrs A from the outset.

As Mr and Mrs A disagreed with the investigator's view, 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 sorry to hear of the position Mr and Mrs A have been left in. They've paid out a considerable amount of money and haven't received all the services these payments related to.

Based on everything I've seen, it seems hard to argue other than that Mr C has breached its contract with Mr and Mrs A. But I'm not deciding a dispute between Mr and Mrs A and Mr C – I don't have the power to look into a complaint about Mr C. My role is limited to deciding the dispute between Mr and Mrs A and Santander.

Of course, Santander didn't contract with Mr and Mrs A for the works they wanted completed, and I can't hold it responsible for any breach of contract or other failings on Mr C's part. As a starting point in law, Mr and Mrs A are responsible for payments they've instructed Santander to make. Unfortunately, there's little protection available to them for bank transfers or cash payments, like these were.

The Lending Standards Board Contingent Reimbursement Model Code (the CRM Code) does provide some protection to victims of APP scams. But it specifically excludes private civil disputes.

In order to determine that this was an APP scam, I'd need to be satisfied that it's more likely than not that the very purpose for which Mr C procured the payments from Mr and Mrs A was different to what Mr and Mrs A believed due to dishonest deception. I don't dispute that it is possible that this is what happened here – and I can certainly understand why Mr and Mrs A would feel this way, based on the lack of contact towards the end of their works.

However, I also have to bear in mind that Mr C did attend Mr and Mrs A's home over a relatively extended period, and did complete the majority of work it agreed to. I wholly accept that the work was to a poor (sometimes unsafe) standard, but I consider that to be an issue with skill, rather than an intent to defraud.

It is, of course, possible, that Mr C accepted later payments from Mr and Mrs A with no intention of completing the works. But Mr and Mrs A have themselves accepted that from their knowledge now of Mr C, he appears to generally complete 70-80% of works he agrees to do (albeit again to a poor standard). And there are of course clearly examples here of Mr C completing jobs, as he did for Mr and Mrs A's family member. It therefore doesn't appear within the typical patterns of a fraudster where minimal work is done (or purely cheap demolition work) over the shortest possible timeframe, while taking as much money as possible. Here it appears fair to say there was a relative outlay of both time and supplies, but the *main* issue was the standard of work.

Additionally, our service has reached out to the beneficiary account that received Mr and Mrs A's funds. While the account provider has provided our service with information – it has done so in confidence. It has provided that which is necessary for the determination of this complaint to allow us to discharge our investigatory functions. Due to data protection laws, our service can't share any information about the beneficiaries, the receiving bank accounts or any investigation and action subsequently taken. However I would like to assure Mr and Mrs A that I have thoroughly reviewed and considered all the information provided before reaching my decision.

Having done so I don't think the account use supports an allegation that Mr C set out with intent to defraud Mr and Mrs A, based on a lack of other customer claims made against the account, and payments that appear in line with Mr C's work.

While I'm aware there are ongoing investigations into Mr C by authoritative bodies, it doesn't appear any have so far taken proceedings further against him – and for our service to do so it would mean deciding that the available evidence demonstrates Mr C set out to defraud Mr and Mrs A here with criminal intent. That is a high bar to meet.

All things considered, I simply can't safely conclude that Mr C took Mr and Mrs A's money without ever having any intention of carrying out the work they paid for. The evidence available to me simply isn't enough to support such a finding.

I appreciate how frustrating and disappointing this answer will be. Mr and Mrs A have lost a lot of money as a result of Mr C's failure to complete the agreed work. But I can't exclude the possibility that Mr C entered the agreement in good faith, intending to fulfil the work and then was unable or unwilling to fulfil the agreement for some reason. The evidence doesn't allow me to conclude it's more likely than these alternative possibilities that Mr C intended to steal their money from the outset and never had any intent of providing the services agreed to.

That means that I can't fairly hold Santander responsible for the loss suffered here. It also means I find Santander had no ability or obligation to try and recover Mr and Mrs A's money.

In saying all of this, I don't underestimate the impact this whole matter has had on them – I am sorry they've lost out through no fault of their own. It does seem Mr and Mrs A's trust in Mr C was misplaced and they've been badly let down. But that fault lies with Mr C, not with Santander. And it's simply the case that I can't fairly tell Santander to pay them the money they have lost, because I don't think Santander has treated Mr and Mrs A unfairly or was otherwise at fault here.

### **My final decision**

My final decision is that I don't uphold Mr and Mrs A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 18 February 2026.

Kirsty Upton  
**Ombudsman**