

## **The complaint**

Miss D complains that Santander UK Plc (“Santander”) hasn’t protected her from losing money to a scam.

## **What happened**

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Miss D has explained that in January 2025 payments were made from her Santander account as a result of a scam. Ultimately, Santander didn’t reimburse Miss D’s lost funds, and Miss D referred her complaint about Santander to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for a 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’ve decided to not uphold Miss D’s complaint for materially the same reasons as our Investigator.

First, let me say, I don’t doubt Miss D has been the victim of a scam. She has my sympathy. Ultimately, however, Miss D has suffered her loss because of fraudsters, and this doesn’t automatically entitle her to a refund from Santander.

I’ve noticed that it’s a little unclear from Miss D’s testimony whether she considers she authorised these payments or not. This is because at times she has said she was just following everything the scammers told her to do which included authorising the payments. At other times, Miss D has suggested she wasn’t quite so clear what was happening. So I’ve thought carefully about this. And here, in this case, it seems that Miss D was tricked by fraudsters into believing there was an account risk and that there was a need to move money around to rectify things. Santander declined two of Miss D’s payments before the two disputed ones that went through. Between the declined payments and the disputed payments that went through, Santander sent Miss D a text to confirm it was her making the payments and this was confirmed. I also note that Miss D has been very clear at points that she did authorise the payments albeit this was because she was being tricked into believing this was necessary by the fraudsters. So in a situation like this, in the particular circumstances of this case, I’m persuaded that it was reasonable for Santander to treat the payments as authorised by Miss D (albeit in circumstances where she was tricked).

Unfortunately for Miss D, the Payment Systems Regulator’s APP scam reimbursement rules introduced on 7 October 2024 and the Contingent Reimbursement Model introduced in 2019 don’t apply to card payments like the ones disputed here. So these reimbursement models don’t apply to this case. Still, there are other various and longstanding expectations of payment service providers like Santander to be alert to fraud and scams and to act in their customers’ best interests. But it would only be fair for me to tell Santander to reimburse Miss D her loss (or part of it) if I thought Santander reasonably ought to have prevented the

payments (or some of them) in the first place, or Santander unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I'm satisfied Miss D authorised the relevant payments. Santander would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Miss D is presumed liable for the loss in the first instance, in circumstances where she authorised the payments. That said, as a matter of good industry practice Santander should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Santander 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 (allowing customers ready access to their funds). And I'm satisfied that I couldn't fairly say the payments in question here ought reasonably to have looked sufficiently concerning to Santander such that it ought not to have allowed them through without intervening in them. From a fraud and scams monitoring perspective, these weren't large payments. And there just wouldn't have been enough here, bearing in mind what I've said, to expect Santander to have been so concerned as to have done more than it did. This means I can't fairly say Santander unreasonably failed to prevent the payments.

I also wouldn't reasonably expect Santander to have been able to recover Miss D's lost funds in the particular circumstances of this case, given that they were card payments onto another account and were then lost to the scammers from there. This means I can't fairly hold Santander responsible for Miss D's funds not having been recovered.

I'm sorry Miss D was scammed and lost this money. Despite my natural sympathy, however, I can't fairly tell Santander to reimburse her in circumstances where I'm not persuaded it reasonably ought to have prevented the payments or to have recovered them.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 12 January 2026.

Neil Bridge  
**Ombudsman**