

THE COMPLAINT

Mr A complains that Santander UK Plc (“Santander”) will not reimburse him money he says he lost when he fell victim to fraud.

Mr A is currently in custody serving a life sentence. He says he started his sentence in 2015. His complaint is that his Santander debit card was used to make several payment transactions he did not authorise between October 2015 and August 2019. Mr A raised this issue with Santander. Unhappy with its response, Mr A referred his complaint to our Service.

WHAT HAPPENED

On 29 November 2025, I issued a provisional decision not upholding this complaint. I attach a copy of that provisional decision below – both for background information and to (if applicable) supplement my reasons in this final decision. I would invite the parties involved to re-read the provisional decision.

RESPONSES TO MY PROVISIONAL DECISION

Santander responded and accepted my provisional findings. It does not appear as if Mr A responded.

WHAT I HAVE 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.

Given the position of both parties, I will not be departing from my provisional findings.

MY FINAL DECISION

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr A to accept or reject my decision before 27 January 2026.

COPY OF PROVISIONAL DECISION DATED 29 NOVEMBER 2025

I have considered the relevant information about this complaint.

The deadline for both parties to provide any further comments or evidence for me to consider is 22 December 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I do not hear from Mr A, or if he tells me he accepts my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

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WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

One of our investigators considered this matter and held, in short, that some of the payment transactions Mr A was disputing fell within our Service’s jurisdiction, which the investigator duly considered. Having done so, the investigator found in Mr A’s favour and directed Santander to refund Mr A some of the disputed payment transactions. Mr A did not respond to the investigator’s findings. Santander responded arguing that Regulation 74 of the Payment Services Regulations 2017 applied in this case. That is, Mr A should not be entitled to redress as he reported the alleged unauthorised transactions 13 months after they debited his account.

Given the position of both parties, this matter has been passed to me to make a decision.

WHAT I HAVE PROVISIONALLY 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 find that the investigator at first instance was wrong to reach the conclusion he did in relation to the payment transactions our Service has jurisdiction to consider. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

In summary, like the investigator, I am satisfied that some of the payment transactions Mr A is disputing falls within our Service’s jurisdiction, whilst others do not. For the payment transactions I cannot consider, I will deal with them in a separate jurisdiction decision. For those I can consider, I deal with below.

Regulation 74 of the PSRs states, amongst other things:

“A payment service user [in this case, Mr A] is entitled to redress ... only if it notifies the

payment service provider [in this case, Santander] without undue delay, and in any event no later than 13 months after the debit date, on becoming aware of any unauthorised or incorrectly executed payment transaction.”

Mr A is complaining about unauthorised payment transactions which occurred between October 2015 and August 2019. Because of jurisdiction issues, I can only consider the payment transactions which were made in the period between 14 December 2017 and August 2019 (see linked jurisdiction decision). Mr A first raised his concerns about the alleged unauthorised transactions to Santander in 2023. This means, as a starting point, Mr A is not entitled to redress due to the limitations set out in Regulation 74 of the PSRs.

I have thought about whether it is fair and reasonable in the circumstances for Santander to rely on Regulation 74.

I recognise that Mr A says he only became aware of the alleged unauthorised transactions when he received his bank statements in prison in 2023. However, Mr A started his life sentence in 2015. But, he asked Santander to send him his bank statements to his prison address several years later in 2023. I take the view that a reasonable person in Mr A's circumstances would have asked their bank to send them their statements much sooner than 2023. I recognise that Mr A may have thought his Santander card was secure. But at the time Mr A started his life sentence, he had a significant account balance, as well as outgoing payments such as direct debits. To my mind, it is fair to say that a reasonable person starting a life sentence with Mr A's Santander account, would want to have their bank statements sent to them in prison as soon as practicable – and certainly not several years after starting a custodial sentence. There has been no suggestion that Santander frustrated the availability of Mr A's bank statements.

For these reasons, I take the view that it is fair and reasonable for Santander to rely on Regulation 74 of the PSRs. It follows that I am satisfied that Mr A is not entitled to redress.

Conclusion

Taking all the above points together, I do not find that Santander has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Santander to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY PROVISIONAL DECISION

For the reasons set out above, I am currently minded not to uphold this complaint.

Tony Massiah
Ombudsman