

The complaint

Miss E complains that Santander UK Plc did not reimburse transactions she says she does not recognise.

What happened

Miss E has raised a number of transactions, over the course of a few months, which she says she does not recognise. Miss E has shared that she was particularly vulnerable at the time of the payments occurring, and suffered from blackouts meaning she struggles to clearly remember what has happened in relation to the payments themselves.

Santander initially refunded two of these payments and the fees attached, but after some time they realised they had credited Miss E's account twice so re-debited one of these refunds. Miss E says this re-debit caused her financial hardship. When Miss E later raised more disputed transactions, Santander looked into them but felt the evidence suggested it was more likely Miss E had authorised them herself and they did not agree to reimburse any further payments.

Miss E referred the complaint to our service and our Investigator looked into it. Miss E highlighted that she had fallen victim to a scam in October and November 2024 on her previous bank account with another provider. And she said it was possible the scammers had continued to call her and that these payments were related to the same scam.

Our Investigator issued a view explaining that they had to rely on the technical evidence, which showed Miss E's genuine device was used to make the payments, and most of these were carried out in the Santander app or had a one-time passcode sent in relation to them. As there was no clear point of compromise and no one else had Miss E's security information, they felt it was more likely Miss E had either carried out or authorised the transactions. Miss E had also said she may have been scammed, but without any evidence or explanation as to what the scam could have been, they could not safely conclude that any intervention could have uncovered such a scam.

Miss E was unhappy with the findings and felt that Santander had not fully safeguarded her, considering her vulnerabilities. And she highlighted that she may have been manipulated or misled into approving the payments while not fully realising it.

As an informal agreement could not be reached, the complaint has been passed 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.

Having done so, I have come to the same outcome as the Investigator, for largely the same reasons. I know this will come as a disappointment to Miss E and I'll explain my reasoning in more detail.

The first thing I need to determine is whether or not the payments were authorised by Miss E. When I say authorised, I mean that either she physically carried out the payments herself or gave a third-party permission to make the payment on her behalf. This means that even if

Miss E was tricked into making the payments herself without fully understanding what they were for, we would still classify them as 'authorised'.

Generally, Santander is able to hold Miss E liable for the disputed transactions if the evidence suggests it's more likely than not that she made or otherwise authorised them herself. This position is confirmed in the Payment Service Regulations 2017 (PSRs) and the terms and conditions of the account.

From the evidence provided by Santander, the payments were made using Miss E's app on her mobile phone device. While this is important, it isn't enough on its own to say Miss E is liable for the transactions. Santander also has to show it's more likely than not that Miss E herself made or otherwise authorised the transactions.

Miss E has told our service that no-one else had access to her cards and she normally kept them in her handbag. She said that her Santander card details could have been shared with a fraudster, but she could not remember. So, it is possible they could have ended up in the hands of someone else.

But these payments were then carried out in-app, using Miss E's own device. And there is no clear explanation as to how someone else may have gained access to her device and then used her security details to gain access to her banking app. In addition, some payments were also authorised using a one-time passcode that was sent to Miss E's device. With all of this in mind, and no clear explanation as to how a third party could have gained access to her device and banking app, I think Santander have acted fairly in declining Miss E's claim for the disputed transactions, on the basis I think it's more likely that she authorised for the payments to be made herself.

But Miss E has also said that it is possible she was tricked into carrying out the payments herself. She's said that she fell victim to a scam on her previous current account with a separate third-party bank in October and November 2024. And due to her vulnerabilities and mental health issues, she has experience blackouts where she cannot remember what has happened. So, she feels it is possible the scammers could have contacted her again during one of these blackouts and coerced her into making the payments she now does not recognise.

The regulatory landscape, along with good industry practice, sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams.

I've looked over the payments themselves and compared them to Miss E's genuine account activity. On balance, I don't think the payments were so high in value or made frequently enough that I think Santander should reasonably have had concerns Miss E could be at risk of financial harm. So, I don't think they made an error when they did not intervene. I also have to consider that even if I were to agree that Santander should have spoken to Miss E about the payments, as there is no clear indication they were made as part of a scam, I cannot safely conclude that any intervention would have stopped Miss E from carrying on with the payments.

There just isn't any evidence to show that a scam occurred such as messages, phone calls or any documentation showing what scam could have taken place. Miss E has said she may have downloaded remote access software, but I would expect there to be some evidence of it either still being on her device, or for Santander to have identified that remote access software was involved in the payments in some way. But with nothing to suggest this is the case, and no explanation as to how remote access software could have ended up on Miss E's device and then been used to make payments without her knowledge, I can't safely agree that it was used in this case.

I want to acknowledge Miss E's vulnerabilities and to thank her for being so open and honest with us about the circumstances she was facing at the time of the payments and continues to face now. I would expect an account provider such as Santander to take steps to assist a vulnerable consumer where possible, depending on their personal circumstances. In this case, I can see that Miss E made Santander aware of her vulnerabilities after the payments were made, when she was raising disputes about the specific payments. With this in mind I can't agree that they should have taken additional steps to protect her when the payments were made, as they were not aware of her specific vulnerabilities at that point.

I've also considered the fact Santander re-debited two of the payments, as they had initially credited the account twice when Miss E first raised the disputed transactions claim. I can see that Santander's error here is that they credited Miss E's account twice and only realised their error when Miss E raised additional claims about other transactions. Having reviewed the statements, I can't see that Miss E incurred any fees, charges or interest as a result of these payments being re-debited and I therefore don't think Santander needs to rectify any financial loss.

I understand this will be upsetting for Miss E and I want to assure her I have carefully considered everything she has said carefully, especially what she has said about her vulnerabilities and personal circumstances. But when considering the evidence on file, I think Santander has acted fairly when it declined to reimburse Miss E with the transactions she has disputed. I therefore do not recommend that it reimburse her in the circumstances.

My final decision

I do not uphold Miss E's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 10 April 2026.

Rebecca Norris

Ombudsman