

## **The complaint**

Mrs S is unhappy that Santander UK Plc (Santander) won't reimburse money she lost to a scam.

## **What happened**

The background to this complaint is known to both parties, so I won't repeat everything here.

In February 2026, Mrs S sadly fell victim to an impersonation scam and was tricked into sending a payment using a money transfer service. Mrs S believed she had been contacted by her husband's nephew. He explained he had been detained and that he wanted her to speak to his solicitor to help understand why he wasn't being released. The solicitor spoke to Mrs S and explained because of the nephew's student visa status he would not be released unless a payment was made. Mrs S used a money transfer service to send a payment for £2,386.63. The solicitor then requested further funds. It was at this point Mrs S realised she had been scammed.

Mrs S raised a complaint with Santander. It didn't think it had done anything wrong by allowing the payment to go through. So, Mrs S brought her complaint to our service.

Our Investigator looked into the complaint but didn't uphold it. Our Investigator didn't think the payment Mrs S made was unusual and so he didn't feel that Santander should have identified a scam risk.

Mrs W didn't agree, so her complaint has been passed to me for review and 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 sorry Mrs S has been the victim of a scam, and I don't underestimate the impact this has had on her. But while I'm sympathetic to Mrs S's circumstances, I must consider whether Santander is responsible for the loss she has suffered. I know this won't be the outcome Mrs S is hoping for but, for similar reasons as our Investigator, I don't think it is. And so, I don't think Santander has acted unfairly by not refunding the payment. I'll explain why.

I'm 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 heart of the matter here. If there's something I have not mentioned, it isn't because I have ignored it. I haven't. I'm satisfied that 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.

In broad terms, the starting position at law is that a bank such as Santander is expected to process payments and withdrawals that a customer authorises it to make. It isn't disputed

that Mrs S knowingly made the payment from her account – albeit under the direction of the scammer – and so, I’m satisfied she authorised it. Therefore, under the Payment Services Regulations 2017 and the terms of her account, Santander is expected to process Mrs S’s payment, and she is presumed liable for the loss in the first instance.

However, taking into account the regulatory rules and guidance, relevant codes of practice and good industry practice, there are circumstances where it might be appropriate for Santander to take additional steps or make additional checks before processing a payment to help protect customers from the possibility of financial harm from fraud.

I’ve reviewed Mrs S’s account statements, and I can’t conclude that the payment made to the scam would have looked particularly unusual or suspicious to Santander. I appreciate that the payment lost to the scam may have represented a lot of money to Mrs S, but it simply was not of a value where I’d usually expect Santander to be concerned that Mrs S was at a heightened risk of financial harm. Mrs S made one payment, rather than multiple large payments which can sometimes indicate a scam is unfolding. So, in the circumstances, it would have been difficult for Santander to identify that she was at risk of losing her funds. The payment was sent using a legitimate money transfer service. So, its use, in the absence of any other clear indicators of fraud, was also unlikely to have raised concerns for Santander.

Banks such as Santander process high volumes of transactions each day. There is a balance for Santander to find between allowing customers to be able to use their accounts and questioning transactions to confirm they’re legitimate. And taking all the circumstances into account here, I don’t think it was unreasonable for Santander not to view the payment as suspicious, such that it should have carried out any additional checks or given an additional warning before processing the payment. So, I’ve not found that Santander ought to have done any more to prevent the scam payment Mrs S made.

There are industry standards around attempting recovery of funds where a scam is reported. So, I’ve also thought about whether Santander could have done more to recover the funds after Mrs S reported the fraud.

Santander correctly advised at the time that it couldn’t stop the payment once it was sent. However debit card payments can be disputed through a process called chargeback, which can sometimes be used if something has gone wrong with a debit card purchase, subject to the relevant card scheme’s rules. Mrs S is unhappy that Santander didn’t attempt recovery of her funds. But I don’t think that any chargeback would have had a reasonable chance of being successful, even if it had been attempted. This is because the payment was being sent using a legitimate merchant which provided the services as intended. So, I don’t think there was anything further Santander could have done to recover the payment in the circumstances.

I can understand that the process of dealing with the loss has been both time consuming and difficult. But it would only be fair for me to direct Santander to refund her loss if I thought it was responsible – and I’m not persuaded that this was the case. For the above reasons, I think Santander has acted fairly and so I’m not going to tell it to do anything further.

### **My final decision**

For the reasons I’ve explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 30 April 2026.

Aleya Khanom  
**Ombudsman**