

complaint

Mr D's complaint is that Santander UK Plc ("Santander") won't refund him after he lost money in a scam.

background

In June 2016, Mr D was contacted by somebody he believed to be his previous internet provider, and was persuaded to give them remote access to his personal computer. A sum of £2,510 was then withdrawn from his account.

When Mr D realised what had happened, he told Santander and asked it to get his money back. It tried to do so, but the money was already gone from the receiving account.

Mr D complained, and wanted Santander to refund the money. It explained that it couldn't do that because he'd used the one time passcode ("OTP") that it had sent to him to authorise the payment. However, as the payment had caused his account to go overdrawn, it did agree as a goodwill gesture to clear the £894.49 overdrawn balance, and to refund a £30 charge incurred shortly after.

It also admitted that it should have told him more quickly that the money was gone from the receiving account (it took six days to do so), so gave him £50 for his distress and inconvenience of that.

But Mr D didn't think this was enough. He explained that the money he lost was all he had, which was compensation from a previous accident, and that he was living off benefits. So he brought his complaint to our service.

Our adjudicator looked into matters, and concluded that Santander hadn't been wrong to decline to refund Mr D. This was because he himself had allowed the hackers access to his computer, and he himself had given the OTP needed to authorise the payment.

She also thought that the steps Santander had already taken to resolve matters had been fair. This included clearing his overdraft; waiving overdraft usage fees (which facility Mr D had said he wanted to keep, and was using); and paying him £50 compensation for its delay in telling him his money was gone.

Mr D initially accepted this view, but later changed his mind. He explained that he suffers from a condition that affects his memory. He said he still thought Santander should refund him, and asked for an ombudsman's review.

my findings

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'm afraid I have to tell Mr D that I agree with our adjudicator that Santander's already done enough to resolve his complaint.

I can see that Mr D's suffered from a cruel and sophisticated scam, and he's quite rightly very upset about this. He's lost a lot of money, and I've no doubt that doing without it isn't going to be easy for him.

I'm genuinely very sorry this has happened to him, but I'm afraid that to ask Santander to do anything more wouldn't be fair. Ultimately, it's the scammers to blame for Mr D's loss, and not Santander. I'm satisfied that it couldn't have prevented the scam from happening, and that it acted in good time to recover the money once it knew what had taken place. But by that time the money was already gone – as it usually is in cases like this.

I do agree it should have told Mr D sooner than it did that his money was already gone, and that to leave him with an expectation it might still be there for six days longer than necessary was unacceptable. So I'm pleased to see it's already compensated him for that.

I also think its goodwill gesture in writing-off the overdraft, and associated fees, was the right thing to do.

So I won't be asking to it do any more.

my final decision

My final decision is that I won't be asking Santander UK Plc to take any further steps to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 14 August 2017.

Ashley L B More
ombudsman