

## **complaint**

Mr P complains that Santander UK Plc did not do enough to protect him when he was the victim of a fraud by one of its account holders.

## **background**

Mr P sent a faster payment of £300 from an account at his own bank to one at Santander on 3 June 2016. He said that this payment was a rental deposit. But he contacted his bank on 21 June 2016 as, despite references being taken, he had not been able to rent the property. His bank reported this to Santander. But his bank was told that his money was no longer in the account. He contacted Santander directly and was unhappy that it first said it could not help him as he was not a customer. And then that it would take eight weeks for a response. It told him in October 2016 that it could not investigate this as it had not been given the account details by him.

The adjudicator did not recommend that the complaint be upheld. She had provided Santander with the account details so it could look into this. She said that:

- Santander had explained that it had not been able to deal directly with the complaint before as Mr P had not provided the account details. It said that it had tried to obtain these from him twice in October 2016 before issuing a final response.
- Mr P had willingly sent this payment. Santander had confirmed this had been credited to a legitimate account in the name of the letting agent he had given.
- He had therefore not been persuaded to send this to a different third party - and as a result there was no scam - or immediate basis for Santander to return any funds remaining in the account to him.
- Santander said that this was a civil dispute between Mr P and the letting agent and she agreed.
- This service could not consider a complaint about the account opening procedures at Santander.

Mr P did not agree. He said he has been told by police that he is the victim of fraud and not a scam. He thinks his complaint should have been given higher priority. His own bank had told him this was a fraud. He did not think there were sufficient measures in place to protect him.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr P accepts he authorised the payment. If he had not then I wouldn't have expected him to be held responsible for it. I can't look at what his own bank said to him about this payment as this complaint is about Santander. When Santander received the account details it was able to confirm that the money was credited to an account in the name of the business Mr P thought he was dealing with. So he hadn't been the victim of a scam where a different third party had obtained money from him.

Mr P's evidence is that the letting agent did not provide what he paid it for. I agree that this is a civil dispute between Mr P and that letting agent. He's contacted police and I'd expect Santander to co-operate in any such investigation. And I also agree with the adjudicator that he can't complain about Santander's account opening procedures. There is nothing I've

seen to suggest it should have been alerted to any concerns about the way the account was being operated.

I understand how disappointed he will be by my decision.

**my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 5 June 2017.

Michael Crewe  
**ombudsman**