

The complaint

Mr P complains that Santander UK Plc didn't do enough to recover money that he sent to an overseas account.

What happened

Between July 2022 and August 2022, Mr P made three international payments from his Santander account to an account held by his partner. On 7 December 2022, he sent £631.05 to the overseas account, but his partner told him their account was blocked and the funds never reached the account.

Mr P contacted Santander to ask it to recover the funds. Santander said he'd been scammed and placed a temporary restriction on his online banking facility. Mr P didn't accept he'd been the victim of a scam, but Santander said the temporary restriction was due to concerns that he'd been the victim of a scam. It also said he'd authorised the payment, so it wasn't liable for any financial loss. And it had been unable to recover any funds from the recipient bank.

Mr P complained to this service. He explained Santander said he had been the victim of a romance scam and blocked his account. He attended the branch to provide evidence, but it said it wouldn't investigate his claim unless he admitted it was a romance scam.

Our investigator didn't think the complaint should be upheld. She was satisfied Santander had tried to reach out to the receiving bank, but it hadn't received a response and there was nothing further it could have reasonably done. And she didn't think the outcome would have been any different if it had tried to recover the funds sooner.

Mr P wasn't satisfied and has asked for his complaint to be reviewed by an Ombudsman. He maintains he wasn't scammed, and he feels he's been forced to say he was. He has said there is no proof that he was scammed, and he feels the calls he had with Santander should be listened to because he doesn't feel his complaint was properly investigated.

He wants to know where his money is now and why the receiving bank didn't respond to Santander's enquiries. He also wants to know why Santander haven't tried again to recover the funds and why it hasn't taken responsibility for the fact the funds went missing.

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've reached the same conclusion as our investigator. And for largely the same reasons. I know Mr P feels strongly about this complaint, and this will come as a disappointment to him, so I'll explain why.

There's no dispute that Mr P 'authorised' the payments for the purposes of the of the Payment Services Regulations 2017 ('the Regulations'), in force at the time. He doesn't

accept he was scammed, so I won't consider whether Santander could have done anything before he made the payment to prevent a scam from occurring. And Santander said the Contingent Reimbursement Model ("CRM") code didn't apply in this case because the payment was international, and I'm satisfied that's fair.

Santander has explained that, when Mr P contacted it to tell it the payment wasn't received in the recipient account, it froze his account because it suspected he'd been the victim of a scam. I'm satisfied that was reasonable. And while I understand that Mr P doesn't believe he was scammed, in the circumstances, I don't think it was unreasonable for Santander to have considered it was possible. And I don't think its decision to place a temporary restriction on the account resulted in any loss or unfairness to Mr P.

Santander attempted to contact the recipient bank when Mr P reported to it that the funds hadn't been received but didn't receive a response. Mr P is unhappy that it didn't keep trying, but I'm satisfied it did all it reasonably could to recover the funds. And in the absence of a response from the recipient bank, there's nothing further it could have done to recover Mr P's money.

Mr P has said he wants me to listen to the calls he had with Santander, but I've considered all the evidence, and I'm satisfied there is sufficient information for me to properly review the issues he has complained about.

Overall, I'm satisfied Santander took the correct steps after being notified of the potential loss. I'm sorry to hear Mr P has lost money and the effect this has had on him. But for the reasons I've explained, I don't think Santander is to blame for this and so I can't fairly tell it to do anything further to resolve this complaint.

My final decision

My final decision is that I don't 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 28 December 2023.

Carolyn Bonnell
Ombudsman