

## The complaint

Ms A complains that Santander UK Plc says it won't refund money she paid in the course of a long-term relationship that she now believes may have been a scam.

## What happened

Ms A says she met a person (who I'll refer to as P) through a dating app in 2019. They met in person many times. P had spoken to her about the trading in the stock market, cryptocurrency and NFTs, and he'd offered to help her make money through investments.

Over the course of the following four years, Ms A made the following payments (and received the following credits) for reasons connected with P.

Date	To/From	Credits	Debits
30/01/2020	Company A		£ 3,000
11/02/2020	Company A		£ 3,000
12/02/2020	Company A		£ 1,500
05/08/2020	Company A	£ 10,000	
17/02/2021	Company A		£ 20,000
18/02/2021	Company A		£ 20,000
26/04/2021	Company A		£ 11,000
06/09/2021	Company A		£ 10,000
07/02/2022	Company A	£ 20,000	
18/06/2022	P	£ 1,500	
23/06/2022	Platform G		£ 10,000
24/06/2022	Platform G		£ 10,000
29/06/2022	Platform G		£ 10,000
23/09/2022	P	£ 500	
10/02/2023	Platform G	£ 200	
09/03/2023	Platform G	£ 3,000	

09/03/2023	Platform G	£ 6,000	
09/03/2023	Platform G	£ 6,000	
11/03/2023	Platform G		£ 1,000
11/03/2023	Platform G		£ 1,000
16/03/2023	Platform G		£ 1,000
18/07/2023	P		£ 2,570
21/08/2023	Platform G	£ 2,165	
21/08/2023	Platform G	£ 1,113	
21/08/2023	Platform G	£ 1,160	
23/08/2023	P		£ 2,500
TOTALS		£ 51,638	£ 106,570

Initially Ms A made payments to P's company (which I'll refer to as Company A). I understand he'd told her he could trade with a professional trading account via Company A.

Between January and February 2020, she sent three payments totalling £7,500 and received back £10,000 on 5 August 2020 with a payment reference "Inv return".

The following year Ms A sent a total of four payments, this time for larger amounts – a total of £61,000. The final payment to Company A was on 6 September 2021.

Ms A explains that about half of this money was to pay for the purchase of an NFT. NFTs are a type of tokenised asset that was at a peak of popularity in 2021 when Ms A's purchase was made. Values crashed in 2022, and it is now widely reported that around 95% of NFT collections are worthless.

In February 2022, Ms A received back £20,000 from Company A and a credit from P himself of £1,500.

At this point Ms A opened her own account with a legitimate trading platform which offers high risk spread betting (and similar trades).

Her payments to Platform G totalled £30,000 in 2022 and £3,000 in 2023. Across the two years she received sums back from Platform G totalling £19,638.

In 2022, P moved to Dubai. Ms A remained in contact and visited him. P apparently paid for her travel. Ms A says he'd also bought her gifts including a designer handbag.

In July 2023, Ms A says she wanted to buy a gift of gold bangles for her mother. The price in Dubai was favourable relative to the price in the UK, so Ms A suggested to P that he could purchase the gift for her. She sent a payment of £2,570, of which a portion of the money was from her family members.

She says she then also sent over further money she wanted P to invest, the sum of £2,500. But P said the trade hadn't worked out and her money had been lost.

P claimed he'd purchased the bangles, but said he was feeling ill with Covid and was unable to arrange to hand them over to someone collecting them on Ms A's behalf while they were in Dubai. Ms A asked him to refund her what she'd paid. P gave excuses, including that he'd had trouble transferring the money to his UK account. The relationship became strained.

Having not received the bangles or any profits from the final payment for a trade, in September 2023 Ms A reported the payments to Santander. She said she'd been defrauded of the money by P. Essentially, she now thought it had been a scam.

Ms A also reported what had happened to the police. She explains that the police told her that what had happened to her "didn't fall under the umbrella of a criminal offence".

But Ms A says she then found out through the police that P had previously been convicted of fraud offences, between 2002 and 2006. He'd been alleged to have defrauded a woman in 2009 although the police had taken no action due to a lack of evidence.

Learning this, Ms A became concerned that she might also have been deceived by P, including about the payments she'd made between 2020 and 2023.

Ms A contacted the legitimate investment platform she'd made some of the payments to. Platform G investigated the matter but said it hadn't done anything wrong. Platform G noted that Ms A had held an account with the platform in her own name to which she'd had access. It noted that this account had been linked to a verified bank account she held (her account with Santander), and finally that funds had only been withdrawn to Ms A's own account with Santander.

So, it seemed there was no way in which P could have profited financially from this arrangement, if indeed that had been his intent. Any losses were down to losses made on what was inherently high-risk trading in spread betting and similar instruments. No funds had been paid to P – only to Ms A. That applied even where it had been P who'd placed the trades on the account. Spread bets carry a high risk and can result in the complete loss of the amount staked.

Ms A referred a complaint about Platform G to our service where it was considered by an Investigator, who didn't find the platform was at fault. I have not considered the complaint about Platform G in this decision.

However, as part of her complaint about Santander Ms A argues that that Santander should refund the payments she made to Platform G, because the bank had not taken steps to intervene, and had it done so she'd have been protected from the losses incurred on the platform. She also believes the same should have applied to the payments she'd made to Company A, including for the NFT purchase, together with her payments directly to P.

Santander looked into all the payments Ms A had made to the various payees. But it declined to reimburse Ms A. It says that what had happened was a police matter. While she had a civil dispute with P, this had not been a criminal Authorised Push Payment Scam (APP scam). It was not liable to refund her for the payments she had asked the bank to make. It could reconsider if P was later convicted, and if it could then be established that some or all of the payments resulted from an APP scam.

Ms A didn't accept this outcome. She referred her complaint about Santander to this service.

One of our Investigators looked into the matter. But he didn't think Santander needed to refund Ms A. He sympathised, but thought she had a private civil dispute with P. He didn't think Santander was wrong to have said there wasn't enough evidence to show this had been an APP Scam.

Ms A didn't agree and asked for an Ombudsman to review her complaint. This has now been referred to me to reach a final decision on the matter. Ms A has also kindly provided the available chat history between her and P, some of which relates to the payments she made.

### **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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

That means that a customer will generally be presumed liable for payments they instruct their bank to make, whether by card payment or by bank transfer.

However, in some situations, different considerations may apply. I'll explain those that could be relevant in this case.

For card payments, there may be some recourse through the chargeback process. Looking at the specifics of this case though, all of the card payments Ms A made went to an account in her own name at Platform G. Platform G has separately confirmed those funds credited her account. It therefore provided the service that was paid for (funding the specified account), and as such I think there would have been no reasonable prospect of a chargeback attempt by Santander succeeding.

Secondly, where a payment was the result of criminal deception – a scam – then there may be some situations where Santander would be responsible for refunding Ms A.

For that to happen, either for the card payments Ms A made or for the bank transfer payments, the payments must be shown to have been the result of a scam.

The question of if such a criminal scam accounted for some or all of the payments made by Ms A is therefore a critical factor in reaching a fair decision on her complaint about Santander. This is a high bar to meet.

Of course, I don't have the power to conduct a criminal investigation into P. My determination of this complaint can't convict anyone of a criminal offence – that is the role of the criminal courts. I can only decide whether it is fair and reasonable for Santander not to have upheld Ms A's claim for reimbursement of her payments based on the evidence available to me.

When considering the evidence produced in support of Ms A's claim of an APP scam, I shall, in accordance with the practice of the Financial Ombudsman Service, reach my findings on a balance of probabilities, rather than to the criminal standard. But given the serious nature of

the allegations involved I'd want to see convincing evidence to find it more likely than not the recipient P procured the payments for purposes that were fraudulent.

Santander has pointed to a number of facts that lead it to consider this not to be a criminal scam, but instead a private civil dispute. Ms A had met P a large number of times over the course of a long-lasting relationship. Money had been sent in both directions between her and P and she had remained in contact. The bank had contacted the police, and it had been confirmed that the police were not pursuing a criminal case against P.

Ms A points to the information she was provided in confidence by the police that P had previously been convicted of fraud and had deceived others. She has paid out more than she received back and the difference between those amounts could have been down to fraudulent motivation on P's part once again.

This is a very difficult matter to decide. To uphold Ms A's complaint about Santander, I'd need to find it more likely than not that Santander was wrong when it said this was a private civil dispute rather than a criminal scam.

Of course, Ms A has explained that she has been made aware by the Police in confidence that P had been known to the police and at one time convicted of a fraud offence similar to that Ms A now alleges. That could point towards the same having happened again – if P has offended before then perhaps this is simply a case of repeating the same crimes with a new victim.

But I cannot simply assume that is the most likely explanation. The allegation of fraud requires convincing proof, and I cannot simply conclude that because someone has previously committed fraud, they must always be guilty should a suspicion arise in future, even if I agree it is a relevant factor to consider.

If I am to make a finding that P did intend to defraud Ms A requires me to establish the intent and state of mind of the person accused of this fraud in obtaining Ms A's payment. I would need to establish that P was acting with fraudulent intent specifically in relation to the payments Ms A made – that in short, he carried out a criminal scam intended to steal Ms A's money through these payments and a scam that meets the CRM Code's definition of an APP Scam.

To recap then, I think that to show P was guilty of this would require convincing evidence demonstrating this was indeed criminal fraud rather than a civil dispute. Simply not refunding Ms A for the cost of the bangles that were being bought or failing to achieve trading profits are not sufficient in themselves to provide convincing evidence of this being a case of criminal dishonest deception. What matters is what P's intent was in obtaining these payments at the times they were made.

But there is very little in the way of contemporaneous evidence – the relationship in question lasted for a considerable period of time, and while I've been able to read all of the the available chat conversations between Ms A and P, much evidence was likely communicated verbally including face-to-face and on phone calls, and there is no record of those discussions I can review.

The UK police do not appear to be pursuing this as a fraud crime, and I have no powers to compel P to provide an explanation of what happened. In short, I can only obtain one side of the story.

The clearest evidence I do have access to, is from the legitimate platform to which Ms A sent money – Platform G. The evidence Platform G has provided, which followed its investigation

into Ms A's allegations that P had defrauded her through her account with Platform G does not support a finding of P defrauding Ms A for financial gain. On the contrary, Platform G indicates that no money was ever paid out from Ms A's account except to her own Santander bank account.

That seems inconsistent with the motivation of P being to defraud Ms A – it seems he could have made no financial gain from his actions. It does not support any concerns that he somehow disguised the success of the trading on Ms A's account with Platform G, pretending that money had been lost when it had been made and misappropriating the profits.

Rather it is consistent with how it seems to have appeared to Ms A at the time, that P was attempting to make money on her account but failed. The platform's website indicates that over two-thirds of customers lose money through spread-betting. It states that there is a high risk of losing your money. Several of the payments mentioned in the chat between Ms A and P appear to have been made by Ms A in response to legitimate margin call requests sent from Platform G to Ms A – something that would be expected if the trades placed were not performing as hoped. That suggests the trades simply performed badly. And the chat indicates Ms A was regularly checking her account with Platform G, and aware of how it was performing. Thankfully nearly two-thirds of the money Ms A paid into Platform G was ultimately withdrawn into her Santander account.

It is much less clear what happened with the earlier payments Ms A made to Company A. In 2020, it seems Ms A received back considerably more than she paid in. But that wasn't the case in 2021/22. Perhaps significantly though, Ms A received back £20,000 in 2022, some six months after she'd made her final payment to the company. Paying such a large sum back long after Ms A had stopped paying in, doesn't on the face of it seem entirely consistent with the aim being purely to defraud Ms A of her money.

I'm conscious that Ms A also had supposedly invested in an NFT. The sum she believed she was investing in this NFT seems to have been the equivalent of about half the money she paid to Company A in 2021. Based on my own research I can see it is widely reported that the value of NFTs plummeted the following year (with the majority now apparently being worthless). So, the loss of the money Ms A paid for the NFT could be equally well explained if the NFT was indeed purchased on her behalf as she'd believed – that wouldn't necessarily have looked any different to the alternative scenario where her money had simply been stolen. I can't say that the lack of any realisable value proves there was an APP scam here.

In summary, with the very limited evidence available to me I can't say it isn't at least as likely that, similar to the results achieved through the account with Platform G, the money was used as Ms A believed and the loss of a portion of these funds was simply due to bad trades or bets being made, rather than an APP scam and criminal theft.

Turning to the payments Ms A sent directly to P, again I find the evidence is unclear. Ms A had previously received payments from P's account totalling £2,000. The two payments she made in July 2023 and August 2023 were for £2,570 (the bangle) and £2,500 (the money to trade with) respectively. If P did carry out a trade with the £2,500 payment, then it is perfectly possible this was lost – presumably through similar very high-risk trades or bets. I haven't been able to establish otherwise.

The information about the purchase of the bangle shows that the idea that P should purchase the bangles was a suggestion that Ms A first made to P – it wasn't for example something he'd suggested as a way to have Ms A pay him money.

P then provided photos of the items he said he'd sourced. There was a relatively short

period of time between the payment and the point at which the issues with the collection and refund must have arisen. I don't necessarily believe P's explanation of ill-health. But equally I can't discount it. Neither can I discount that the relationship simply failed at this point and while P initially had intended to purchase the items (and may indeed have done so) he later decided not to return the funds for whatever reason.

The police evidence does make this a very finely balanced decision to make. The prior convictions are closely related to what Ms A alleges now. But the police don't appear to be pursuing criminal charges against P. And P's prior convictions date back over a decade prior to Ms A's involvement with P. It could mean he was more likely to commit similar offences in 2019 and onwards, or it might not. I can't know, and as I've noted earlier, I don't have any power to require P to provide his side of the story. I find the police information is relevant evidence, but I don't find that is good proof of what happened here with Ms A. And the evidence I do have relating to what happened to Ms A doesn't provide strong support for this being an APP scam for all or even just for some of the payments.

I've also thought about what might have happened had Santander contacted Ms A at the time of any of the payments to ask for further details about the circumstances leading to the payment. Even if that had happened I simply don't think it would have made a difference at the time given the ongoing relationship Ms A had with P.

In saying all of this, I want to acknowledge that what Ms A has been through has clearly been a very difficult experience and that she's been badly let down by P. I have natural sympathy for her. But that doesn't mean I can say Santander is wrong or at fault in some way. I can see that the bank tried to support her when she registered the scam claim. It spoke to several police officers to try to get the bottom of the matter for her. But crucially, I can't fairly say that Santander was wrong in its conclusions. I don't think the available evidence is enough to say that what happened was an APP scam rather than a private civil dispute Ms A now has with P about the money he hasn't returned to her.

If in future criminal proceedings take place and it can be established that P did deliberately defraud Ms A then Santander has indicated (as I would expect it to) that it will reconsider the matter. But as things stand, I can't fairly tell Santander that it needs to refund her. I can't say it was wrong in reaching the conclusion this is a private civil dispute.

I am sorry to have to disappoint Ms A, and I know this will not be the answer she wants me to give. However, for the reasons I've explained, I don't find Santander was to blame here or that the available evidence shows the bank was wrong to say Ms A has a private civil dispute with P. I don't find it is responsible for refunding her for the payments she has made.

### **My final decision**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 25 April 2025.

Stephen Dickie  
**Ombudsman**