

## **The complaint**

Mr S complains that Santander UK Plc will not refund money he lost to a scam.

Mr S is represented by M. For ease, I've referred to comments made by M as though made by Mr S.

## **What happened**

Mr S said he received unsolicited contact from a firm I'll call P. And in July 2018 he paid £30,000 for what he believed was a genuine investment opportunity. Mr S received some returns, but he realised he had been scammed when the returns stopped, and he couldn't access his funds.

Our investigator didn't think the complaint should be upheld. She accepted that Santander didn't provide any warnings about the payment, but she thought that Mr S would still have made the payment even if a warning had been given.

Mr S didn't accept what our investigator said and asked for an ombudsman's decision. So, the complaint has been passed to me to decide.

## **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 agree with the outcome our investigator reached. I know this will be disappointing to Mr S, but I'll explain my reasons why.

Taking into consideration the relevant regulatory rules and guidance, codes of practice and good industry practice, Santander should take steps to identify and where possible prevent sufficiently unusual or uncharacteristic payments to help protect its customers from financial harm resulting from fraud.

Santander has not been able to evidence whether Mr S was given any warnings when he made the payment towards the scam. Mr S said he made it clear to branch staff that the payment was for an investment, and that he wasn't warned by staff, and I accept this.

Considering the value of the payment, I think Santander ought to have intervened and enquired further about its intended purpose. However, at the time, there wasn't much, if any, information available about the firm, (online or elsewhere), to indicate that the investment was a scam, so I don't think the payment would have caused concern that Mr S was at risk of financial harm. I don't think Santander could have told Mr S with any certainty that it was scam but it could have given a general scam warning.

I have considered whether a warning of this nature would have impacted Mr S positively and prevented his loss and I don't think it would have. This is because, this was a sophisticated and complex scam and the payment was made to a firm that existed, Mr S had been provided with documentation by the firm and I think this would have convinced him further

that it was a genuine investment.

Crucially, Mr S received advice from a broker he knew and had used previously to invest. Although the broker was unregulated, Mr S told us one of the investments he made through the broker was successful and is still active. Mr S made other investments through the broker which he said were unsuccessful, but it's clear Mr S obtained some money back from one of these failed investments, as the statements show he used the returns received to fund the payment he made towards the scam. I think it's likely Mr S would have relied on the guidance he received from his broker, over a general warning from Santander. Ultimately, I'm not persuaded that Santander could have uncovered the scam and prevented Mr S's loss here.

I've thought carefully about everything that happened, whilst I appreciate that Mr S has been a victim of a cruel scam and lost out, I can't fairly or reasonably hold Santander responsible for his loss.

### **My final decision**

For the reasons I've outlined above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 May 2025.

Oluwatobi Balogun  
**Ombudsman**