

## **The complaint**

Miss T complains that Santander UK Plc ('Santander') won't reimburse the funds she lost when she fell victim to a scam.

## **What happened**

Miss T says that she received a text message that purported to be from a delivery company and clicked a link to provide details and to pay a fee. She later received a call from someone who said they were from Santander. Miss T didn't know at the time, but the caller was a scammer. The scammer asked Miss T about a transaction on her account that she didn't recognise and told her that her account had been compromised. As a result, she needed to move funds to a safe account. Miss T was coached by the scammer to mislead Santander when it intervened and told her that they suspected a member of Santander staff was involved.

On 30 August 2024 Miss T transferred £7,000 to account details provided by the scammer. The next day, Miss T was advised to transfer funds to her partner's account with an electronic money institution (EMI). I understand the scammer then persuaded Miss T's partner to move the transferred funds plus other funds to an account controlled by them.

Miss T reported the scam to Santander on 31 August 2024.

Santander reimbursed the £7,000 transaction in full under the Contingent Reimbursement Model Code. It advised Miss T that the transactions made to her partner's account aren't covered by the code, and that her partner should approach his account provider to recover the funds.

Miss T was unhappy with Santander's response and brought a complaint to this service.

### *Our investigation so far*

The investigator who considered this complaint didn't recommend that it be upheld. She said that the payments to Miss T's partner aren't covered by the CRM Code and weren't so unusual and out of character that Santander ought to have had any concerns when they were made.

Miss T didn't agree with the investigator's findings and asked for a final decision.

## **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, I am required to take into account relevant law and regulations, regulators' rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

In broad terms, the starting position at law is that a bank such as Santander is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

The CRM Code, which requires firms to reimburse customers who have been the victims of APP scams like this, in all but a limited number of circumstances, doesn't apply to the payments Miss T made to her partner's account which were then passed on to the scammer. So I've considered Santander's broader obligations.

Taking into account relevant law, regulators' rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable in August 2024 that Santander should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment; and
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving and the different risks these can present to consumers, when deciding whether to intervene.

As Santander has already reimbursed the £7,000 payment, I do not need to consider it here. Miss T then made relatively low value payments to a new payee – her partner's business account. When Miss T made the first payment to this account, Santander provided a warning about criminals pretending to be from Santander. The warning said criminals can be convincing and ask a customer to mislead their bank to avoid detection. The message went on to say that if Miss T had been asked to lie or mislead Santander about the payment request, it was a scam.

Santander then asked a series of onscreen questions. In response, Miss T gave the payment reason as paying friends and family. She was given a detailed warning about impersonation scams before being asked further questions and being shown warnings relating to her chosen payment option. The impersonation scam warning included information about criminals asking people to help with investigations, and being asked to move money quickly to a new account because it is at risk, or there has been an unusual transaction. The warning ended with:

*“It is a scam if you're told to move your money to a 'safe' or newly opened account, or to help with an investigation. If this has happened to you, stop and contact us immediately using the number on our website.”*

I'm satisfied the warning Santander provided to Miss T was proportionate to the risk posed and that it did not need to go any further or to call Miss T.

Miss T then made two further payments to her partner's account of £1,400 and £340.68. Given the warnings provided when Miss T made the first transaction, and the relatively low value of these payments, I don't consider Santander ought reasonably to have done anything more before processing them.

I appreciate that the £340.68 transaction drained Miss T's account, which can be indicative of a safe account scam. But Miss T had a zero balance on her account shortly before the scam and quite regularly had a low balance on the account, so I'm not persuaded Santander ought to have been concerned when the payments were made.

It is worth noting that even if Santander had done more by, for example, speaking to Miss T about the transactions to her partner's account, I don't think it would have made a difference and uncovered the scam. Miss T had been heavily coached by the scammer and had misled Santander when previous payments were attempted and when the £7,000 payment was made. And, in response to onscreen questions Santander asked about the £1,500 payment to her partner's account, Miss T said she hadn't been told to lie to Santander, which wasn't correct. So, I think that even if Santander had taken additional steps before processing the transaction, Miss T would have misled it, and the payments would still have been made.

Overall, whilst I'm sorry to hear about this cruel scam and the impact it has had on Miss T and her finances, I can't fairly require Santander to do anything more.

### **My final decision**

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 14 October 2025.

Jay Hadfield  
**Ombudsman**