

## The complaint

Miss M complains that Santander UK Plc won't refund the money she lost when she was the victim of a scam.

## What happened

In December 2024, Miss M received a text message asking if she was interested in a potential job. She replied that she was interested and was then contacted by someone from the job company who explained that the job involved reviewing apps online.

Miss M was given access to the company's platform where she could see the tasks she could complete and the commission she had earned. And she was shown how to purchase cryptocurrency, which she would use to pay for some of the tasks she was to complete.

Miss M then made a number of payments from her Santander account to purchase cryptocurrency, which she then sent on to wallet details she was given for the company. I've set out the payments Miss M made from her Santander account below:

Date	Amount
27 December 2024	£850
27 December 2024	£847
27 December 2024	£10
27 December 2024	£1,000
27 December 2024	£1,000
27 December 2024	£580
27 December 2024	£50
27 December 2024	£50
28 December 2024	£1,000
28 December 2024	£1,000
28 December 2024	£650

Unfortunately, we now know the company and the job were a scam. After the scam was uncovered, Miss M reported the payments she had made to Santander and asked it to refund the money she had lost.

Santander investigated but didn't agree to refund the payments Miss M had made. Miss M wasn't satisfied with Santander's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think anything we would have expected Santander to do here would have prevented the loss Miss M had suffered. So they didn't think it would be fair to require it to refund any of the money Miss M had lost. Miss M disagreed with our investigator, so the complaint has been passed to me.

## 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.

Banks are expected to make payments in line with their customers' instructions. And Miss M accepts she made the payments here. So while I recognise she didn't intend for the money to ultimately go to scammers, she did authorise the payments. And so the starting position in law is that Santander was obliged to follow her instructions and make the payments. So Miss M isn't automatically entitled to a refund.

The regulatory landscape, along with good industry practice, sets out requirements for banks to protect their customers from fraud and financial harm. So, in line with this, I think Santander should fairly and reasonably:

- 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;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

But, even if Santander had recognised that Miss M was at heightened risk of financial harm from fraud when making some of these payments, I don't think the action I would have expected it to take would have prevented her loss. I'll explain why below.

I'm satisfied Santander ought to have recognised that Miss M was at heightened risk of financial harm from fraud by at least the point she tried to make the ninth payment here, for £1,000 on 28 December 2024. At this point she had tried to make nine payments to the same payee over the previous 24 hours, totalling a significant amount of money, which is a pattern of behaviour often seen when customers are falling victim to a scam. The payments were also identifiably related to cryptocurrency which, around this time, I think Santander ought to have recognised meant they carried an elevated risk of being related to a scam.

I think a proportionate response to the risk I think Santander should have identified would have been for it to carry out some sort of human intervention with Miss M to attempt to establish the circumstances surrounding the payment, before allowing it to debit her account. But, had it done this, I'm not satisfied it would have prevented Miss M's loss.

Before these payments Miss M made from her Santander account, she also made a number of payments towards the scam job from an account she held with another bank. This other bank then called her about one of the payments she tried to make and explained that she

was the victim of a scam. It explained that it had seen this type of scam many times, where someone is approached about doing work online, there is no interview or formal process, they are told they are reviewing apps and have to complete a certain number to earn money but they are then told they need to pay money in to release their profits.

The other bank explains that no legitimate employer will ever offer work without a contract and some kind of interview process, and would not approach people through an instant messaging service. It then again confirms that Miss M is definitely the victim of a scam here and says that she should stop all communication with the scam company. But despite this warning and explanation, Miss M almost immediately continues making payments towards the scam company from her Santander account.

So even if Santander had intervened here to ask Miss M probing and in-depth questions about the payments and then warned her about the risks of the payments she was making, I think she would likely have continued making payments towards the scam – either from her Santander account or one she held with another bank – as happened with the intervention the other bank carried out with her. So I don't think anything I would have expected Santander to have done would have stopped Miss M from making the payments or losing the money she did here.

I appreciate that Miss M has been the victim of a cruel scam and that my decision will come as a disappointment to her. She has lost a significant amount of money and I sympathise with the position she has found herself in. But I can only look at Santander's responsibilities and, for the reasons I've set out above, I don't think anything I would reasonably have expected it to have done would have prevented the loss she suffered.

And so I don't think it would be fair to require Santander to refund the money Miss M has lost.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 12 September 2025.

Alan Millward  
**Ombudsman**