

The complaint

Mr and Mrs K complain that Santander UK Plc (Santander) is refusing to refund them the amount Mr K lost as the result of a scam.

Mr and Mrs K are being represented by a third party. To keep things simple, I will refer to Mr K throughout my decision.

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr K has told us that he found an advertisement on social media promoting an investment opportunity. The investment appeared to be endorsed by well-known public figures. Mr K clicked on the link provided and was directed to the website of a company I will call "X".

Mr K says he received contact from X and was convinced to make an initial small investment. Mr K was then contacted again by a representative of X that introduced himself as Mr K's broker. X was very professional and knowledgeable which Mr K says convinced him that X was genuine.

Mr K was required to download remote access software to allow X to walk him through the investment process. Mr K was also provided with account details to the trading platform and logged him in.

Mr K told us he communicated with X via a well-known messaging application, but he has not been able to provide a copy of the conversations.

Mr K initially told us that X used remote access software to take funds from his savings account but has since confirmed that it was him that had made the payments. X promised the funds would be returned to Mr K but this never materialised, and Mr K realised he had fallen victim to a scam.

Mr and Mrs K have disputed the following payments made from their Santander accounts:

Payment	Date	Payee	Payment Method	Amount
1	13 December 2023	Mr K	Transfer	£20
2	14 December 2023	Mr K	Transfer	£2,980
3	14 December 2023	Mr K	Transfer	£25,000

Our Investigator considered Mr and Mrs K's complaint and didn't think it should be upheld. Mr and Mrs K didn't agree, so this 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.

It has not been disputed that Mr K has fallen victim to a cruel scam. What is in dispute is whether Santander should refund the money Mr and Mrs K lost due to the scam.

Recovering the payments Mr and Mrs K have disputed

The disputed payments were made by the method of transfer. But the payments were not made to the scammer directly instead they were made to another of Mr K's accounts that he held with another provider.

As the other account was in Mr K's own name, any funds that remained in that account would not require recovery, as they would remain within Mr K's control. In any event Mr K has confirmed these funds were moved on from his other account so I am satisfied no funds would remain to be recovered.

Should Santander have reasonably prevented the disputed payments from being made?

When Mr and Mrs K first brought their complaint to this service, they said the disputed payments were not authorised by them.

When Mr K reported the scam to Santander, he said he had only allowed X to take a small amount and that X had taken the remaining payments without his consent, he was not sure how X was able to do this, but Mr K had downloaded remote access software. Mr K also said he did not have an account with the provider the funds had been sent to.

When our investigator was looking into Mr and Mrs K's complaint Mr K was asked various questions about the scam and he confirmed that he made all of the disputed payments himself and that he had used the other account provider as X had advised that this account provider was generally used for this type of payment.

While conflicting information has been provided about who made the payments and if Mr K was aware of the other account, I think it's most likely that Mr K authorised the payments that were made from Mr and Mrs K's accounts with Santander, albeit on X's instruction, and was aware of the other account. So, the starting point here is that Mr K is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether Santander should have been aware of the scam and intervened when the payments were made. And if it had intervened, would it have been able to prevent the scam taking place.

The payments Mr K made in relation to the scam were made to another account in his own name. These types of payments are considered to have a lower risk as Mr K would have continued to have control of his funds when they hit his other account.

Although considering payment 3 was of a significant value (£25,000), I think Santander should have had concerns that Mr K could have been at risk of financial harm and it should have intervened. I think that a proportionate intervention would have been for Santander to have discussed the payment Mr K was attempting to make with him, with the intention being to find the circumstances leading to the payment so it could provide an appropriate warning.

Although I am not persuaded that an intervention like I have explained above would have

made a difference. I will explain why.

Mr K has provided limited evidence to support the communication he had with X leading up to the scam payments and throughout the time the scam was taking place. Mr K said he had conversations with X via a messaging application but has not been able to provide evidence of the message exchange.

While Mr K has told us that he was not given a cover story to tell his bank when making payments he has also provided contradicting information about how the payments were made and who made them.

In addition to the above, when Mr K made a large payment from his account held with another provider, he selected the payment reason to be 'sending money to friends and family'. This was clearly incorrect.

With the information I do have, I don't have enough to confidently say that Mr K was not given a cover story to tell his account providers had they intervened, or that Mr K would likely have provided truthful answers had he been questioned about the payments.

With the above in mind, I don't think Santander missed an opportunity to prevent the scam and it is not responsible for Mr and Mrs K's loss.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 12 December 2025.

Terry Woodham
Ombudsman