

## The complaint

Miss E complains that Santander UK Plc won't reimburse her after she fell victim to a safe account scam.

## What happened

The circumstances of this complaint have been covered in detail already by our investigator so I won't repeat them in full here. But briefly, both parties accept that in January 2024, Miss E was called by someone claiming to work for Santander. Miss E was told that someone had attended branch that morning pretending to be her and attempting to obtain funds from her account. Miss E was told that in order to secure her funds, she'd need to move them to another account, that she was told was owned by the 'fraud investigating officer'. Miss E made the following payments towards the scam, each of which was to a different account number:

Date/time	Value
26/01/2024 15:28	£841
26/01/2024 15:33	£761
26/01/2024 15:38	£704
26/01/2024 15:45	£680
26/01/2024 15:53	£641

After making these payments, the fraudster ended the call and, as Miss E had been contacted on a 'no caller ID', she was unable to return the call. At this point Miss E realised she'd fallen victim to a scam and contacted Santander to raise a claim.

Santander considered Miss E's claim and its liability to refund her. Santander was, at the time, a signatory of the Lending Standards Board Contingent Reimbursement Model (CRM) Code, which required firms to reimburse customers who have been the victims of APP scams like this in all but a limited number of circumstances.

Under the CRM Code, Santander determined that it could have done more to protect Miss E when she made the payments, so reimbursed 50% of her losses. However, it also thought Miss E didn't have a reasonable basis for believing she was making legitimate payments and therefore thought she should also be held equally liable for her losses.

Miss E remained unhappy and referred her complaint to our service. An investigator considered the complaint but didn't uphold it. He thought Santander had acted fairly by deducting 50% of any refund due, to account for Miss E's own liability.

Miss E disagreed with the investigator's view. She said she felt she was being accused of being negligent, and that should have known she was being scammed. She also raised that the majority of money refunded to her paid back the overdraft she'd entered as part of the scam, so in reality, the physical money she lost wasn't returned. She also said that Santander handled her complaint poorly, taking months to provide her with a final response letter and discouraging her from raising a complaint.

As Miss E disagreed with the investigator's view, the complaint has been referred to me 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.

I want to start by saying I'm really sorry to hear of the situation Miss E has been placed in. I appreciate that she had only recently become in control of her own finances and the actions of the fraudster wiped out all of her student finance, leaving her in a difficult financial situation for some time. I want to assure her that I haven't underestimated these facts when considering her complaint.

As mentioned above, Santander is a signatory of the Lending Standards Board Contingent Reimbursement Model (CRM) Code which requires firms to reimburse customers who have been the victims of authorised push payment (APP) scams in all but a limited number of circumstances.

Under the CRM Code, a bank may choose not to reimburse a customer if it can establish that\*:

- The customer ignored what the CRM Code refers to as an "Effective Warning" by failing to take appropriate action in response to such an effective warning
- The customer made payments without having a reasonable basis for believing that: the payee was the person the Customer was expecting to pay; the payment was for genuine goods or services; and/or the person or business with whom they transacted was legitimate

*\*Further exceptions outlined in the CRM Code do not apply to this case.*

Santander has already acknowledged it could've done more to protect Miss E from financial harm from fraud and has therefore refunded 50% of her losses. However, it also considers Miss E didn't have a reasonable basis for believing she was making legitimate payment transfers as part of the scam and therefore considers it's reasonable for Miss E to also be partly liable under the Code. Having considered the information provided by both Miss E and Santander, while I'm sorry to disappoint Miss E, I think it is fair for Santander to have relied on this exception of the Code. I'll explain why.

Firstly, to clarify, as Santander has already accepted liability for its part in the scam, my decision will be focusing on Miss E's own basis for believing she was making legitimate payments – this isn't intended to make Miss E feel at fault or to blame here – this is purely because this is the outstanding element of the Code that determines whether Miss E receives a full refund or not.

When considering whether Miss E should receive a full refund, I need to determine whether Miss E made payments without a reasonable basis for believing the person she was speaking to was legitimately a Santander member of staff. That's not to say she *didn't* believe that to be the case at the time – but whether it was reasonable to assume this, based on the evidence available.

I appreciate these scam calls are extremely manipulative – they prey on individuals panicking that their money is at risk and the fraudsters are highly aware of banking procedures that enable them to appear legitimate. However, I also have to bear in mind that

Miss E was called from a withheld number, rather than a Santander number, and that Miss E was told to send money to five different accounts, all belonging to a 'fraud investigating officer' rather than another account in her own name, which seems like an unusual thing for a bank to request. Miss E confirmed she'd 'heard a lot about these scams' but that the fraudster made the call seem so realistic she still believed they were genuinely calling from Santander – so scams of this nature also weren't an entirely new concept to Miss E.

Therefore while I'm sorry to disappoint Miss E, and I am not underestimating the awful impact this scam must have had on her, I think the offer made by Santander already is fair considering the scam in its entirety, and I'm not directing it to pay anything further.

I've considered Miss E's additional point that the scam took her into her overdraft and therefore a significant portion of the money Santander reimbursed paid this overdraft off (and therefore went back to Santander), rather than benefitting Miss E. However, I have to consider that these are funds Miss E would otherwise have owed Santander. For example, had her complaint not been upheld at all by Santander, she would have had an overdraft remaining to pay (with interest due in line with the account terms). So while I understand Miss E's frustration, I don't think it's unfair that the majority of the refund has resulted in Miss E's overdraft being paid, rather than her balance purely being credited.

I've also thought about Miss E's complaint regarding the service she received during the complaints process. I agree that the service she received would've caused frustration - and Miss E waited far longer than she should have for her final response letter to be provided to her. But at the same time, I also have to consider that Miss E was aware of the outcome by this point and had received the refund Santander was offering – and that I've agreed with that offer made. So, while I appreciate it caused additional stress to Miss E, it hasn't financially impacted her and the real cause of the stress from the outset is the callous fraudsters.

Therefore, having considered everything holistically, I'm not directing Santander to pay anything further to Miss E.

### **My final decision**

My final decision is I don't uphold Miss E's complaint.

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

Kirsty Upton  
**Ombudsman**