

The complaint

Mr B is seeking to recover £17,706 from Santander UK Plc ("Santander"), payments he made from his bank account as a result of a third-party scam.

What happened

I'm not going to cover all the points raised in detail. The view of 29 January 2025 covered the detailed timeline of the transactions and the details of Mr B's testimony. But briefly In March 2024, Mr B was contacted about a remote job opportunity which involved the rating of travel sites. Mr B signed up to the job platform where he would complete tasks and could see his commission building up. Mr B was later told that he could increase his commission when he received a 'specific attractions' rating. This led to his 'balance' on the job platform showing as a negative sum which Mr B then needed to clear - by way of a deposit in order to unlock tasks and then earn the commission.

In order to make the deposits on the job platform, Mr B was required to transfer funds to various individuals. These payments were made from his account with another institution – R. But he transferred funds from his Santander account to R in order to fund those payments. He thought the funds were crediting his account on the job platform but unbeknown to him the job platform was fake.

The deposit amounts required began to increase in size and Mr B was told that he'd need to add funds each time to complete the orders before earning commission. Mr B followed the instructions of the scammer until the deposit amounts became too high for him to afford. He then realised that he'd been the victim of a scam.

Between 15 March 2024 and 2 April 2024 Mr B transferred £17,706 from his Santander account to his R account, and from there subsequently sent the funds to the scammers. Santander declined to refund Mr B as the money went to an account in his own name with R. Our investigator upheld the complaint in part. He thought that Santander's call on 2 April 2024 broke the scammer's spell and if it had intervened earlier (when he felt it should) this would have broken the spell and prevented the losses.

I issued my provisional decision on 18 August 2025 explaining why I was reaching a different outcome to the investigator. Santander did not respond. Mr B asked me to reconsider my decision. He said:

- He has not been involved in any scam apart from a rogue trader one in February 2024. Following this he suffered a temporary incapacity that led to him being scammed again.
- He agrees with the observation that Santander should have done more, and this is echoed by me in my provisional decision but my verdict contradictory.
- Not only has he lost a substantial sum of money, but his health has suffered.

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 have considered Mr B's response to my provisional decision.

I am sorry Mr B is devastated by my decision. I have a great deal of sympathy for him and realise that being the victim of a scam will have had a significant impact on him, not just financially, but because of the way the scammer took advantage of him and gained his trust. And it's clear all of this has impacted his physical and mental health too. But I must consider whether Santander, which had no involvement in the scam itself, should be held responsible for what happened.

Whilst we now know the circumstances which led Mr B to make the payments and the process by which that money ultimately fell into the hands of the fraudster, I am mindful that, at that time, Santander had much less information available to it upon which to discern whether the payments presented an increased risk that Mr B might be the victim of a scam.

To the bank the transactions did look like payments to Mr B's own account elsewhere and I think, certainly initially, the bank could take some comfort from that. That said the pattern did become concerning and I did acknowledge Santander should have intervened earlier than it did here.

But that is not enough to uphold the complaint. I also have to take into account whether earlier intervention would have made a difference. In other words, was the bank's failure the dominant and effective cause of Mr B's loss. But I am not convinced any earlier intervention by Santander would have made a difference to Mr B's decision making.

As I said in my provisional decision, where I can't know for certain what has or would have happened, I need to weigh up the evidence available and make my decision on the balance of probabilities – in other words what I think is more likely than not to have happened in the circumstances.

In thinking about what would likely have happened if Santander had intervened earlier, I have considered what *did happen* when Santander *did* intervene later.

As explained in my provisional decision, Mr B told Santander the money was to pay a relative for gardening services. Despite Santander's questioning, Mr B did not reveal the real reason for the payments. So, I don't think Santander could reasonably be expected to identify that Mr B was specifically falling victim to a job scam. And despite Santander's more generic scam concerns, Mr B ended the call and went on to make the transactions anyway. So, if Santander had intervened earlier, I think any earlier call would have ended in the same outcome.

Overall, I see no reason to depart from the conclusions set out in my provisional decision. I have concluded that the fair and reasonable outcome, in all the circumstances, would be not to uphold this complaint. For completeness, I have set this out below.

In deciding what's fair and reasonable, I'm required to take into account relevant law and regulations; regulatory rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

Where I can't know for certain what has or would have happened, I need to weigh up the evidence available and make my decision on the balance of probabilities – in other words what I think is more likely than not to have happened in the circumstances.

Mr B has been the victim of this cruel scam, and I don't underestimate the impact this has had on him. I'm sorry he has lost so much money, and I can understand why he would like to be compensated for all his losses.

I accept that the scammer has been the primary cause of financial harm but there is no prospect of recovering Mr B's money from the scammer. The case I am considering is against the bank and is about whether it is fair and reasonable for the bank to refund Mr B those losses. In order to do so, I need to find that the bank did something wrong and that its actions were the cause of his loss.

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

But, 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 March 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 – (as in practice Santander sometimes does and did in this case);
- 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 and the different risks these can present to consumers, when deciding whether to intervene.

In this case, I need to decide whether Santander acted fairly and reasonably in its dealings with Mr B when he authorised the payments from his account or whether it could and should have done more before processing them.

In this case, Mr B transferred money to his own account with another institution - R. The money was then transferred from there to the scammer. These transactions (transfer to his own account) of themselves are not a scam. The scam happened after that; by Mr B moving the money from his account with R onto the scammer.

That said, Santander ought to fairly and reasonably be alert to fraud and scams and these payments were part of a wider scam. So I need to consider whether it ought to have done more when Mr B tried to make the payments.

Between 15 March 2024 and 2 April 2024 Mr B made multiple payments, culminating in him making eight successive payments on 2 April 2024.

Banks can't be involved in every transaction There is a balance to be struck between identifying payments that could potentially be fraudulent and minimising disruption to legitimate payments.

Santander has confirmed that it asked about the purpose of the payments, to which Mr B chose that they were transfers to his own account, after which Santander displayed a safe account warning to him prior to the payments being processed.

I think this was proportionate for the initial payments, these were payments after all to Mr B's own account elsewhere – so other than the potential safe account scam risk Santander warned about - they didn't obviously look like a fraud or scam. I accept the pattern of the payments became unusual and concerning and I agree with the point the investigator identified in his view (the fifth payment on 2 April 2024) as a point at which Santander reasonably ought to have intervened and asked Mr B more about the payments. And whilst Santander did eventually intervene with a phone call – it was much later in the chain of transactions than I'd expect.

But I can only ask Santander to reimburse Mr B if I find that any wrongdoing on its part caused his loss.

As I have said, Santander did intervene on 2 April 2024 after the eighth payment that day. It had stopped the next transaction Mr B attempted for £484. Santander started asking Mr B about the activity and the purpose of the payment. Mr B told Santander he was paying a family member for gardening services. It's clear Santander was concerned about scams, and it tried to warn on different scams based on the information Mr B gave it. They asked whether he had been told to hide the real reason for the payment from them and Mr B said he hadn't. The call handler expressed concern about the movement of money into his Santander account and out to another account. Santander had just started to ask about the earlier series of transactions, when Mr B asked if he could come back to them a bit later and he ended the call.

Whilst Mr B did call back the following day to say he'd been the victim of scam, what's crucial here is that in the intervening period he transferred the £484 (Santander declined to send on) from another account elsewhere into his R account. He then transferred the £8,484 balance sitting in the R account to the scammer.

During the call Mr B gave Santander a false reason for the transfer. It was clear they had concerns he was the victim of a scam, but his answers meant it was unable to identify the type of scam he was falling victim to. It hadn't finished questioning him before he ended the call and proceeded to make the payments anyway from an alternative account.

Mr B has acknowledged that he was fully under the scammer's spell, and it's evident from the chat messages I've seen that he was being coached by the scammer throughout. It's clear from those messages he was being guided by the scammer on how to interact with the bank – providing answers that were not an accurate reflection of the position. Mr B has indicated this was likely due to the manipulation techniques employed by the scammer. This however led to Mr B demonstrating a clear willingness to mislead the bank.

I again appreciate that a scam victim's judgement can be impaired due to the scammer's psychological grip on them – thereby making it difficult for them to recognise or act on such warnings. But, I am not persuaded that better intervention by Santander would have made a difference to Mr B's decision making.

So, I think if Santander had stopped the payments earlier, Mr B would likely have found another way to make the payments as he did when it later intervened.

I appreciate Mr B has fallen victim to a rogue trader scam in the past and has severely been impacted by the actions of the scammer in this more recent scam. Although I recognise Mr B says he was vulnerable, I can't see that he communicated this to Santander before the payments in question – meaning that it would not have been aware that Mr B had any vulnerabilities before it processed the payments. I don't think it would have been apparent to Santander that Mr B was vulnerable at the time he made these transactions.

I'm not persuaded there were any prospects of Santander successfully recovering the funds, given the money was sent to an account in his own name.

I want to reassure Mr B that I'm not placing blame or responsibility on him for what happened – as, unfortunately, he has been the victim of a cruel scam. I have a great deal of sympathy for Mr B and the loss he's suffered, as I appreciate it is a significant sum of money and will also impact him further.

This is not an easy decision for me to make, but it would only be fair for me to direct Santander to refund his loss if I thought they could have prevented his loss – and I'm not persuaded that this was the case. For the above reasons, I don't think Santander has acted unfairly by not refunding the payments.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 October 2025.

Kathryn Milne
Ombudsman