

The complaint

Mr W complains that Santander UK Plc (Santander) is refusing to refund him the amount he lost as the result of a scam.

Mr W is being represented by a third party. To keep things simple, I will refer to Mr W 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 W received a message from a person I will call "X" via a well-known messaging application out of the blue. Mr W and X continued to message each other and over time a romantic relationship appeared to form.

With the relationship developing X planned her move to the UK to be with Mr W. X explained she had inherited some gold bars and requested Mr W's help in selling them in the UK, although having paid for the package to be changed into Mr W's name she also needed his help to pay for the package to be shipped.

Mr W made various payments, but X continued to provide more reasons for him to make further payments. After Mr W had made multiple payments and the gold had still not arrived, he realised he had fallen victim to a scam.

Mr W has disputed the following payments made from his Santander account in relation to the scam:

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Payment Method</u>	<u>Amount</u>
1	06 October 2023	Remitly	Debit Card	£240.00
2	06 October 2023	Remitly	Debit Card	£120.00
3	30 December 2023	Remitly	Debit Card	£300.00
4	30 December 2023	Remitly	Debit Card	£230.00
5	10 January 2024	Remitly	Debit Card	£100.00
6	10 January 2024	Remitly	Debit Card	£100.00
7	16 January 2024	PayPal	Debit Card	£2000.00
8	16 January 2024	PayPal	Credit	£2000.00cr
9	17 March 2024	Remitly	Debit Card	£250.00
10	17 March 2024	Remitly	Debit Card	£250.00
11	28 March 2024	TapTap	Debit Card	£250.00
12	29 March 2024	TapTap	Debit Card	£250.00
13	02 April 2024	TapTap	Debit Card	£200.00
14	04 April 2024	TapTap	Debit Card	£300.00
15	04 April 2024	TapTap	Debit Card	£300.00
16	05 April 2024	TapTap	Debit Card	£250.00
17	05 April 2024	TapTap	Debit Card	£250.00

18	13 April 2024	TapTap	Debit Card	£300.00
19	13 April 2024	TapTap	Debit Card	£300.00
20	19 April 2024	TapTap	Debit Card	£50.00
21	19 April 2024	TapTap	Debit Card	£250.00
22	19 April 2024	TapTap	Debit Card	£250.00
23	29 April 2024	TapTap	Debit Card	£300.00
24	03 May 2024	TapTap	Debit Card	£150.00
25	13 May 2024	TapTap	Debit Card	£450.00
26	27 May 2024	TapTap	Debit Card	£500.00
27	27 May 2024	TapTap	Debit Card	£500.00
28	27 May 2024	TapTap	Debit Card	£500.00
29	31 May 2024	TapTap	Debit Card	£250.00
30	03 June 2024	TapTap	Debit Card	£200.00
31	07 June 2024	Individual	Transfer	£500.00
32	12 June 2024	TapTap	Debit Card	£100.00
33	12 June 2024	TapTap	Debit Card	£100.00
34	14 June 2024	TapTap	Debit Card	£500.00
35	10 July 2024	Individual	Transfer	£500.00
36	26 July 2024	Individual	Transfer	£100.00

Our Investigator considered Mr W's complaint and didn't think it should be upheld. Mr W disagreed, 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 W has fallen victim to a cruel scam. The evidence provided by both Mr W and Santander sets out what happened. What is in dispute is whether Santander should refund the money Mr W lost due to the scam.

Recovering the payments Mr W made

Mr W made payments in relation to the scam via his debit card and transfer.

When payments are made by card the only recovery option Santander has is to request a chargeback. But Mr W didn't make the disputed card payments to the scammer directly instead he made the payments to legitimate businesses. As the businesses Mr W paid would likely be able to show that they provided a service in return for the payments Mr W made any chargeback attempt would have no prospect of success.

When payments are made by transfer Santander has even more limited options available to it to seek recovery. I can see that Santander did attempt to contact the operator of the receiving account, but no funds were recovered.

With the above in mind, I don't think Santander had any other reasonable options available to it to seek recovery of the payments Mr W made.

Should Santander have reasonably prevented the payments Mr W made?

It has been accepted that Mr W authorised the payments that were made from his account with Santander, albeit on X's instruction. So, the starting point here is that Mr W 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 intervened when Mr W made the payments. And if it had intervened, would it have been able to prevent the scam taking place.

Mr W made multiple payments in relation to the scam from his Santander account over a 10-month period. While some payments were made on the same day, individually the payments were not of such a significant value that I would have expected them to have triggered Santander's fraud prevention systems prompting it to intervene. The total value sent in a single day also didn't total an amount I would expect Santander to have concerns about either.

As I don't think it was unreasonable that Santander's fraud prevention systems weren't triggered, I don't think Santander missed an opportunity to prevent the scam and it is not responsible for Mr W's loss.

In addition to Mr W's comments that the payments he made should have been considered suspicious by Santander, and that it should have done more, he has also pointed to a call he had with Santander when a payment was discussed, and he highlighted scam payments. This call took place on 16 January 2024. I have listened to a recording of this call.

During the call Mr W explains that the payment to PayPal is part of a scam as are the payments listed above before 16 January 2024.

I appreciate Mr W feels that he put Santander on notice that he was falling victim to a scam but most of the payments he sent after this date were sent to another business with the two payments he sent to Remitly being below an amount I would have expected Santander to intervene with.

Even if I was to say that Santander should have intervened following this call when Mr W made further payments in relation to the scam, I would at most have expected Santander to have advised Mr W that he should carry out further research before making the payments as it was likely he was falling victim to a scam.

But Mr W had already concluded that he had been scammed when the call took place and it was confirmed by Santander that Mr W had likely fallen victim to a romance scam. Santander then provided warnings to him as well as advice on how to avoid such a scam in the future. Yet Mr W continued to make further payments, knowing he had been scammed. So, I don't think that any other intervention from Santander would've prevented this.

With the above in mind Mr W's comments don't change my decision and I still don't think Santander is responsible for his loss.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 20 October 2025.

Terry Woodham

Ombudsman