

## **The complaint**

Mr J complains that Santander UK Plc won't refund the full amount of money he lost to a scam.

## **What happened**

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr J complains that he sent several payments to a company that he says has turned out to be a scam. When he couldn't withdraw his money, he logged a complaint with Santander.

Santander looked into the complaint but didn't uphold it. So, Mr J brought his complaint to our service.

Our investigator looked into the complaint but didn't uphold it. She didn't think the payments reached a value that ought to have concerned Santander or its automatic checking systems.

As Mr J didn't agree with the investigator's view, the 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.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the significant part here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Santander is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams. But those are predicated on there having been a fraud or scam. So, to start, I've considered whether Mr J was a victim of a scam.

Having considered the information Mr J and his representative have sent to support his claim that he was scammed, I'm not satisfied it shows me more than Mr J making a transfer of

funds on to an external platform. Mr J hasn't sent any information to show he was contacted by a scammer and was asked to send any money – or that he has tried to get his money returned and it's created a loss.

The company Mr J invested in is also still active and although it appears to be going through some regulatory issues, it is still updating its customers. Although this may end up being regarded as a scam, these developments are more recent. So, based on the circumstances of this complaint, I've not seen enough at this point to convince me the company Mr J sent money to set out to scam him.

Having said that, I also agree with the investigator when she said that the value of the payments Mr J sent didn't look suspicious compared to his previous spending on his account. Although the payments were going to a known cryptocurrency provider, they didn't reach an amount that I think ought to have concerned Santander given his previous account behaviour and investing.

Lastly, if Santander had provided any warnings, I'm not convinced it would have prevented Mr J from making the payments. I say this because the company he sent the money to had several positive reviews around the time Mr J invested his money, and it's only more recently customers have complained about not being able to withdraw their funds. So, I don't think this would have caused any concern at the time, and Mr J says himself that he checked these before deciding to invest.

Mr J had also been recommended the investment by a friend, rather than through a social media platform, messaging service or unsolicited contact (which is common in scams of this type). Mr J had spoken to others that had been able to withdraw profits from their accounts and the expected returns were modest in comparison to the promised returns we see in a sizeable percentage of investment scams. So, I think it's unlikely any proportionate warnings would have prompted or uncovered anything Mr J didn't already know about what he was investing in.

So, even if Santander did intervene and direct Mr J to conduct further checks on his investment, I'm not persuaded he would have found any negative information online, as Mr J hasn't supplied anything from that point in time that shows this might have been a scam.

As the payments were sent to other accounts in Mr J's name, before being sent to the platform, no recovery would be possible by Santander.

Mr J feels that Santander should refund him these payments. I understand that this will have been frustrating for him. But I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Santander needs to pay Mr J any compensation. I realise this means Mr J may be out of pocket and I'm sorry if he has lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 5 November 2025.

Tom Wagstaff  
**Ombudsman**