

## **The complaint**

Ms L complains that Santander UK Plc didn't do enough to prevent her losing money to a scam.

Ms L has used a representative to bring her complaint. But, for ease of reading, I'll mostly just refer to Ms L herself where I also mean the representative.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. In 2024 Ms L was the victim of a 'job scam'. She found what she believed to be a legitimate opportunity through social media and believed she had a job completing online tasks to earn money. But as a part of this she had to make certain payments to increase her balance before withdrawals could take place.

She says that at the instructions of the scammer, she purchased cryptocurrency from her account with 'R' which was sent to the platform of the 'employer' and was ultimately lost to the scam. Ms L also mentioned that she received around £100 back into her Santander account. Relevant to this complaint are payments Ms L made from her Santander savings account to her account with R to fund the cryptocurrency purchases.

Between 15 May and 1 July 2024 Ms L made a series of such payments. These ranged in value between £100 and £2,000 and her loss totalled over £11,000. As the scam progressed, Ms L was required to make larger payments to complete her tasks. Ultimately, it seems she couldn't afford to make the payments anymore, so she just asked for what she'd paid in to be returned. The 'employer' told her this wasn't possible.

In July 2024 Ms L complained to Santander. In summary she said that she didn't think they'd done enough to protect her. She is seeking reimbursement of her outstanding loss as well as interest and compensation.

Santander didn't uphold the complaint. They said they weren't the point of loss as the payments were actually lost from R. Ms L referred her complaint to our service and one of our Investigators didn't recommend that Santander needed to do more. She didn't think Santander had treated Ms L unfairly. Ms L disagrees and has asked for an Ombudsman to review her complaint.

## **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.

Having done so, I've reached the same outcome as our Investigator and for similar reasons. I know this will be disappointing for Ms L, so I'll explain why.

Firstly, I accept that Ms L has been the victim of a cruel and callous scam. And I don't doubt the significant impact this must have had on her. But despite my natural sympathy for her as a victim of crime, my role requires that I remain impartial. There is no automatic right to a refund from Santander for Ms L in these circumstances. And I could only make an award if I thought they had failed in such a way that it could be said that they're responsible for the loss (or a part of it) or if there was another regulatory or similar reason why they should.

Santander were a signatory to the Lending Standards Board's Contingent Reimbursement Model (CRM Code). This was a voluntary scheme (in place at the time of Ms L's payments) through which victims of scams could sometimes receive redress from the banks involved. But it specifically didn't apply to transfers between a person's own accounts. And so it can't be used as a basis to require more from Santander in this complaint.

Whilst Ms L has mentioned that she was vulnerable at the time of the scam, I can't see that this is something Santander had previously been made aware of. And I don't think it is something they reasonably should've ascertained themselves, so it isn't a basis upon which I think they ought to have done anything differently.

It isn't in dispute that Ms L instructed the payments relevant to this complaint herself. And so the starting position is that she'd usually be responsible for those payments. However, Santander should also be alert to fraud, scams and the misappropriation of funds and do what they can to protect their customers from the same.

Clearly, there is a balance to be struck between stopping and checking payments and allowing customers ready access to their funds. It isn't possible for Santander to stop every payment, and I think it's fair that a risk based and proportionate approach is taken. The account Ms L used to make these payments was a savings account. There wasn't a huge amount of activity on that account (as is common for many savings accounts). The primary purpose of such accounts is generally to save money to accrue interest until such time as it is required. Prior to the scam, there were regular credits to the account as well as occasional outbound transfers.

Santander asked Ms L the purpose of her payments in their system and each time she replied that she was transferring money to her own account elsewhere. A 'Confirmation of Payee' check also returned that the recipient account matched Ms L's name. Santander should be aware of multi-stage scams where payments move between various accounts in control of the victim before being lost. With that in mind, I don't think that solely because payments are going to another account in the name of their customer, means that Santander wouldn't ever have to do more for that reason. However, I don't think payments of the amounts involved (either individually or collectively) and the timescale in which they were made were so suspicious or indicative of a potential problem that I think it's fair to say Santander should've done more than they did before following Ms L's payment instructions in this case. I don't think there were enough factors of concern where I think this is a reasonable expectation in the circumstances.

Similarly, I don't think anything Santander did or didn't do when informed about the scam has made a difference to what might've been recovered. Had funds remained with R, Ms L would've already been in control of them. So I don't think this is a basis upon which I could fairly make an award.

As I said at the start, I'm sorry to hear that Ms L lost money in the way she did. But as I don't think this is something Santander are responsible for, there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

**My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 16 September 2025.

Richard Annandale  
**Ombudsman**