

## **The complaint**

Mr P complains that Santander won't reimburse him after he fell victim to an investment scam.

Mr P is professionally represented in bringing his complaint, but for ease of reference I'll refer to all submissions as being made by Mr P directly.

## **What happened**

The complaint has been set out in detail already by the investigator that issued her view on the case, so I won't repeat those details here. But briefly both parties accept that between June 2021 and October 2021, Mr P made four card payments for what he thought was an investment. There were also a number of bank transfers made, but these have already been satisfactorily resolved by Santander.

Mr P has explained he was initially cold called by an 'investment firm' and built a strong rapport with an individual claiming to be his advisor, who would call Mr P daily regarding his account.

Mr P spoke with Santander a number of times regarding the payments he was making. Unfortunately, due to the passing of time, the majority of calls are no longer available. However, from those I have heard, and from the notes provided by Santander, I can see that Santander raised several times with Mr P that they considered he was more likely than not falling victim to a scam. It highlighted several elements of the investment that were red flags, such as being cold called, the use of screen sharing software, the regular contact with an advisor building a friendship rapport, the unrealistic returns and the lack of clarity of where Mr P's payments were going. It also invoked the Banking Protocol in branch with Mr P, although he maintained after this that the opportunity was legitimate.

Mr P realised he'd fallen victim to a scam when he tried to make a withdrawal and was told he'd first need to pay fees. Santander refused to reimburse Mr P, on the basis that the payments were made by card and therefore not covered by any reimbursement scheme.

Mr P remained unhappy and referred his complaint to our service. An investigator considered the complaint but didn't uphold it. She thought that Santander had taken sufficient steps to highlight that this was likely a scam Mr P was falling victim to, but that Mr P appeared determined to proceed.

Mr P disagreed with the investigator's view. He said that after Banking Protocol was invoked, the Police took Mr P home and saw the website and platform he was using to invest, confirming it appeared genuine. Mr P emphasised that the Police report and subsequent calls with Santander are crucial in understanding why Mr P believed the investment was genuine. While this information was requested, Santander has confirmed no calls from this period, or police report are available.

As Mr P remains unhappy, 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.

In broad terms, the starting position in law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. However, where the customer made the payment as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for the bank to reimburse the customer even though they authorised the payment.

In order to determine that Santander was responsible for reimbursing Mr P his losses, I'd need to be satisfied that Santander failed in some way to either detect or prevent Mr P's scam payments. However, having considered the available evidence, I don't think it's reasonable to conclude Santander could have done more here.

I say that because around the time these card payments were made, I can see Santander had several calls with Mr P relaying its concerns about the risk of the scam payments he was making. While the more detailed part of the calls are no longer available, even from the subsequent summary calls I can see that Mr P is told that cold calling about investments is illegal and is asked if he wants to proceed, even though he now knows this to be the case, which he confirms he does, he is told the payments are a 'massive, massive red flag' that being advised by third parties about cryptocurrency is a 'massive well known scam' and it is confirmed that Mr P hasn't made any relevant checks but is now aware that the firm he is dealing with isn't regulated, which is also a sign this is more likely than not a scam.

It appears Mr P also tried to make large payments via another of his banks, which stopped the payment and shared this information with Santander – demonstrating that when one payment channel was blocked, Mr P moved on to a different payment provider. Similarly, I can see Mr P obtained a loan from Santander, which was then revoked when it was identified that the loan was intended for an investment. Santander's notes confirm that when told his loan would be revoked, Mr P 'advised he is thinking of leaving Santander'. I therefore think it's more likely than not that even if further payments would've been stopped in their entirety by Santander, Mr P would have found another way to make payments towards the scam via other channels.

In terms of Banking Protocol being invoked, I understand Mr P has said he was reassured by the Police that this was a legitimate investment. Unfortunately I haven't seen any report to confirm or deny this, but in any event, I have to bear in mind that my role is to consider Santander's actions and whether it acted reasonably – and if the Police provided subsequent misleading advice I can't hold Santander liable for this. Based on all the evidence I've seen, I think the advice Santander provided was quite stark in its concerns that this was a scam, and that it took enough steps to reasonably warn Mr P on the risks associated with these payments.

Therefore while I'm sorry to disappoint Mr P – and don't underestimate the impact this awful scam would've had on him as the result of callous fraudsters – I don't think Santander can be held responsible for these losses and it therefore follows I'm not directing Santander to reimburse him.

## **,My final decision**

My final decision is that I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 September 2025.

Kirsty Upton  
**Ombudsman**