

The complaint

Mr G complains that Santander UK Plc won't refund a payment he made as a result of a scam.

What happened

Mr G explained he was the victim of an investment scam that involved a £5,000 international payment in March 2021 from his Santander account to a company I'll refer to as 'O'.

In summary, Mr G said he was told about the investment opportunity by a friend who introduced him to the 'main trader' via WhatsApp. He then said the balance was lost within a few months without any of the promised returns. Mr G recalled the broker was a company I'll call 'I' but he'd no further details, and he couldn't recall the details regarding O's involvement. He also no longer had access to any relevant correspondence.

In 2024, Mr G, via professional representatives, complained to Santander that it ought to refund him under the Contingent Reimbursement Model (CRM). Santander didn't uphold the matter – it said that as an international payment, it wasn't covered by the CRM.

Unhappy, Mr G's representatives brought the matter to us to investigate. Our investigator didn't recommend the complaint be upheld as there wasn't enough evidence to show this money was lost as part of a scam.

Mr G's representatives disagreed and asked for a final decision. In summary:

- They considered more weight should be placed on Mr G's credible account and the lack of a plausible alternative, not solely on the availability of documentation. And a decision must be reached on the balance of probabilities, not absolute proof.
- They didn't think we'd considered that Santander missed an opportunity to intervene and flag the payment as potentially suspicious.
- They said we'd not properly applied our role to consider what's fair and reasonable in the circumstances.

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 for these reasons:

- Given the nature of the payment in dispute, in order to tell Santander to put things right, I'd need to be persuaded that: Mr G suffered losses as a result of a scam; Santander ought to have intervened with the payment; and that this error, in not intervening, caused Mr G's losses.
- As Mr G's representative have said, I don't need to be sure on these points. Instead, the matter is decided on the balance of probabilities. In other words, what's more

likely than not to have happened.

- Here, I've evidence of the payment itself, which I note went to a seemingly legitimate trading firm. So I don't think that's enough to say it's more likely than not Mr G suffered losses from a scam.
- I've also Mr G's testimony, which describes his contact with a 'main trader' via WhatsApp and a company he recalls was 'I'. But he can't remember more than this – and 'I' doesn't clearly relate to a known scam from the time. So, I don't think his testimony is enough, by itself, to fairly conclude he was scammed either.
- Mr G's representatives suggested there's no plausible alternative other than a scam. But not all trading and investments relate to a scam. Indeed, I note from Mr G's statements that it seems he has used other trading platforms – and he's not referenced these as being fraudulent.
- With this in mind, while I accept it's *possible* Mr G lost out from a scam, I don't think the evidence suggests it's *more likely than not*. And even if I gave Mr G the benefit of the doubt on this point, I still would not have the evidence to conclude that any warning Santander ought to have given would've resonated with him. Because again, I've very little detail on who was involved or how this operated.
- I realise this will be disappointing for Mr G, who has tried to recall what he can. But I have to be fair to both sides. And, with the very limited information available, I don't think I could fairly ask Santander to put things right here.

My final decision

For the reasons I've explained, I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 21 October 2025.

Emma Szkolar
Ombudsman