

The complaint

Miss C complains that Santander UK Plc ('Santander') won't refund the money she says was lost as the result of a scam.

What happened

In 2017, Miss C received an email with an invitation to an event for people who wanted to learn to trade.

Miss C says she attended the event and was told that she needed to pay to get access to training and forums. After making an initial payment, she was told she needed to make a further payment for a 12-month course.

Miss C says she was continually asked for more money in relation to training sessions or subscriptions for their forum.

After trading, using the methods she'd been shown, Miss C was told she had to upgrade her account as her trading style was too risky. Miss C now feels the entire set up was a scam.

These are the card payments that Miss C is disputing as part of her complaint. Payments to S were as part of a monthly subscription for using their service.

Date	Details of transaction	Amount
2.9.2017	Card payment to L – a company	£2,396.40
5.9.2017	Card payment to K – a company	£19,196.40
5.7.2018	Card payment to S – a company	£90.74
6.8.2018	Card payment to S – a company	£91.72
5.9.2018	Card payment to S – a company	£92.58
16.10.2018	Card payment to S – a company	£90.54
6.11.2018	Card payment to S – a company	£91.90
5.12.2018	Card payment to S – a company	£93.71
5.1.2019	Card payment to S – a company	£95.99
5.2.2019	Card payment to S – a company	£91.24

Miss C raised a fraud claim with Santander in August 2023, through a professional representative.

Miss C didn't get a response from Santander, so she brought a complaint to our service.

Santander said they didn't receive a complaint from Miss C and her representative, so we shared the details of her complaint with them. Having reviewed Miss C's complaint, Santander declined to refund her saying the payments predate the introduction of the Contingent Reimbursement Model Code (CRM Code).

An investigator looked into Miss C's complaint and didn't uphold it. The investigator wasn't satisfied that Miss C had evidenced she was the victim of a scam, highlighting that she received the training course she paid for.

Miss C disagreed with the investigator's opinion and asked for her complaint to be passed to an ombudsman.

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 really sorry to hear about the serious impact this situation has had on Miss C. However, in reaching an answer on this case, I'm not reaching a determination on whether L, K or G (the director of L and K) potentially owe Miss C money. Rather, I'm deciding whether Santander can fairly be held liable or asked to refund Miss C.

In broad terms, the starting position at law is that a bank such as Santander is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

Miss C hasn't disputed that she authorised the payments, so the starting position is that Santander isn't liable for her loss.

Has Miss C evidenced that she suffered a loss as the result of a scam?

Based on the evidence that Miss C has provided, I'm not satisfied she's proven that she's suffered a financial loss as the result of a scam. I say this because:

- L and K are both UK incorporated companies which had been trading for a significant period of time prior to Miss C making her payments. Also, both companies are still actively trading.
- Miss C says legal action is being taken against L, K and their director G. However, we haven't been given any evidence to support this allegation. There is also no evidence of any external organisations or the police taking action against L, K or G.
- I have seen information online from third parties who voice dissatisfaction with L/K and their trading platform, but this is unsubstantiated and points to customer dissatisfaction rather than specific evidence of a scam being carried out.
- We've received third party information from the receiving bank, which I can't disclose due to data protection laws. But this doesn't support Miss C being the victim of a scam.

I'm also conscious that Miss C admits to receiving training, having access to a platform account and carrying out at least some trades. Miss C has also continued to make payments as part of a subscription with S, for a significant period of time after she made her initial payments to L and K.

It's important to explain that Miss C being dissatisfied with the goods and services that L, K or G provided, doesn't mean that she was the victim of a scam. And, based on the information I've seen, I'm not satisfied that Miss C has proven she was the victim of a scam.

So, I can't fairly hold Santander liable for her loss.

Is there any other reason I could ask Santander to refund Miss C?

Card payments are covered by a scheme called “chargeback” which settles disputes between card issues and merchants – based on card scheme rules. However, chargeback has strict time limits and Miss C is outside of those limits for the payments she is disputing. So, I wouldn’t have expected Santander to raise a chargeback.

However, I would expect Santander to have systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). And where a potential risk of financial harm is identified, to have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – as in practice all banks do.

But, even if Santander had intervened when Miss C made her first two payments, I’m not satisfied that it would’ve prevented her loss. I say this because L and K were UK incorporated companies, Miss C had attended their offices and talked to some of their brokers and mentors, and there was no negative information available about either company or their director at the time. So, I can’t fairly say Santander shouldn’t have processed the payments in line with Miss C’s instructions.

I’m really sorry to disappoint Miss C, but as I’m not satisfied that her financial loss is as the result of a scam, I can’t fairly ask Santander to refund her.

My final decision

My final decision is that I don’t uphold this complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss C to accept or reject my decision before 26 August 2025.

Lisa Lowe
Ombudsman