

The complaint

Mrs S complains that Santander UK Plc is refusing to refund her the amount she lost as the result of a scam.

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mrs S found an advertisement online for an investment company I will call "X". Mrs S provided her personal contact information and was contacted by X, and an investment opportunity was explained.

X explained to Mrs S that if she invested £250, she would more than double her money. Mrs S agreed to make the payment and multiple other payments in relation to what she thought was a genuine investment.

As part of the investment process Mrs S was required to open another genuine account with another provider that payments would have to be sent to before being forwarded as part of the scam. Mrs S was also required to download screensharing software.

Having made multiple payments Mrs S lost contact with X and was unable to withdraw her funds.

Shortly after, Mrs S was contacted by an individual I will call "Y". He explained he could help make Mrs S more money and that it wouldn't be like the experience she had with X.

Mrs S was again required to download screensharing software and send funds from her Santander account to the new account she had previously opened with a different provider.

Mrs S agreed to make multiple payments as advised by Y until she spoke to Santander on 28 March 2024 and the scam was uncovered.

Mrs S has disputed the following payments made from her Santander account:

Scam 1:

Payment	Date	Payee	Payment Method	Amount
1	6 July 2023	Mrs S	Transfer	£2,000.00
2	6 July 2023	Mrs S	Transfer	£1,000.00
3	12 July 2023	Mrs S	Transfer	£1,000.00
4	13 July 2023	Mrs S	Transfer	£1,000.00
5	18 July 2023	Mrs S	Transfer	£1,000.00
6	20 July 2023	Mrs S	Transfer	£1,000.00
7	20 July 2023	Mrs S	Transfer	£1,000.00
8	20 July 2023	Mrs S	Transfer	£1,000.00
9	25 July 2023	Mrs S	Transfer	£1,000.00

10	12 August 2023	Mrs S	Transfer	£1,000.00
11	16 October 2023	Mrs S	Transfer	£300.00
12	23 October 2023	Mrs S	Transfer	£300.00
13	14 December 2023	Mrs S	Transfer	£300.00
14	14 December 2023	Mrs S	Transfer	£300.00
15	4 January 2024	Mrs S	Transfer	£300.00
16	24 February 2024	Mrs S	Transfer	£52.19
17	29 February 2024	Mrs S	Transfer	£300.00

Scam 2:

Payment	Date	Payee	Payment Method	Amount
1	20 March 2024	Mrs S	Transfer	£2,000.00
2	26 March 2024	Mrs S	Transfer	£1,000.00
3	26 March 2024	Mrs S	Transfer	£1,000.00
4	26 March 2024	Mrs S	Transfer	£1,000.00

Our Investigator considered Mrs S's complaint and didn't think it should be upheld. Mrs S disagreed, so this 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.

Recovering the disputed payments

The disputed payments were made by the method of transfer to an account in Mrs S' own name with another provider. As the funds would have remained within her control after the payments were made from her Santander account there would not be anything to recover directly from the account the payments were made to. This means Santander would have no options available to it to seek recovery of the payments Mrs S disputed.

Should Santander have reasonably prevented the payments Mrs S made?

I think it's most likely Mrs S authorised the payments that were made from her account with Santander, albeit on X and Y's instruction. So, the starting point here is that Mrs S is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether Santander should have been aware of the scam and stepped into question Mrs S about the payments she was making. And if Santander had questioned Mrs S, would it have been able to prevent the scam taking place.

While some of the payments Mrs S made in relation to the scam were made on the same day, the payments were individually for relatively low values and were going to an account in Mrs S's own name. These types of payments generally carry a low risk as Mrs S would have remained in control of her funds once they left her Santander account.

With the above in mind, I don't think it was unreasonable that the payments made from Mrs S' account didn't cause Santander to have concerns that she may be at risk of financial harm, and that it didn't intervene.

So, I don't think Santander missed an opportunity to prevent the scams taking place and it is not responsible for her loss.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 29 August 2025.

Terry Woodham
Ombudsman