

The complaint

Miss J complains that Santander UK Plc (Santander) won't refund the money she lost when she fell victim to a job scam. Miss J is represented in this complaint, but I'll refer to her as it's her complaint.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Miss J was looking for a remote job to supplement her income. In late June 2024, she was contacted (by a scammer) on a messaging app about a commission-based job with Company X (a fake company) where she could earn up to £5,000 per month.

The job was completing product reviews, aimed at boosting search engine optimisation, for commission. Miss J was recruited, added to a group chat with other employees and an account was created for her on a Company X platform.

Miss J was tasked with completing sets of product reviews and simulating purchasing items through the Company X platform. Miss J was informed that she would need to deposit her own funds to gain access to bonus tasks and that all her funds, including commissions and bonuses, would be refunded to her once the tasks were completed. She was asked to make an ever-increasing number of deposits over the course of the day (1 July 2024). To pay Company X Miss J transferred funds:

- From her account with Firm N to her account with Santander.
- Then from her account with Santander to her account with Bank M.
- Then from her account with Bank M to international payment companies, Company R and Company T.
- Finally, from Company R and Company T to the scammer.

Miss J made the following 8 payments from her Santander account:

No.	Date	Payee	Amount
1	1 July 2024	Miss J's account with Bank M	£51.03
2	1 July 2024	Miss J's account with Bank M	£47.26
3	1 July 2024	Miss J's account with Bank M	£172.89
4	1 July 2024	Miss J's account with Bank M	£364.18
5	1 July 2024	Miss J's account with Bank M	£1,093.62
6	1 July 2024	Miss J's account with Bank M	£1,980
7	1 July 2024	Miss J's account with Bank M	£3,231
8	1 July 2024	Miss J's account with Bank M	£2,817

Total		£9,756.98
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After completing each set of tasks, the subsequent set became more expensive and to withdraw her funds Miss J found it necessary to add more and more money. Miss J realised it was a scam when she told the scammers she couldn't afford further payments, and they threatened that her account would be blocked and refused her the opportunity to withdraw her funds.

Miss J complained to Santander. She considers their systems and controls failed to protect her from the scam. Miss J said Santander failed to:

- Pick up on out of character payments that were indicative of her being a victim of fraud.
- Make an appropriate intervention.
- Didn't act promptly when notified of the scam.

Santander didn't uphold Miss J's complaint. They couldn't see that they'd done anything wrong and, as she sent the funds to Bank M, they recommended that she contacts them.

Miss J brought her complaint to our service, but our investigator didn't think Santander should've reasonably been expected to prevent the scam.

Miss J disagrees so her complaint has been referred to me to look at.

I issued a provisional decision on 3 July 2025, and this is what I said:

I've considered the relevant information about this complaint.

Our investigator didn't uphold this complaint, but I think Santander UK Plc should've done more and this provisional decision sets this out.

The deadline for both parties to provide any further comments or evidence for me to consider is 17 July 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If Santander UK Plc accepts my provisional decision, it should let me know. If Miss J also accepts, I may arrange for the complaint to be closed as resolved at this stage without a final decision.

What I've provisionally 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, my provisional decision is to uphold this complaint. And I'll explain why.

I should first say that:

- *I'm very sorry to hear that Miss J has been the victim of this cruel job scam and lost a significant amount of money here.*
- *In making my findings, I must consider the evidence that is available to me and use it to decide what I consider is more likely than not to have happened, on the balance of probabilities.*
- *Although Santander is a signatory of the Lending Standards Board's*

Contingent CRM Code which requires firms to reimburse customers who have been the victim of a scam in most circumstances, I'm satisfied this code doesn't apply here. This is because:

- *The CRM Code sets out the following:*
 - *Under 'DS1(2) (a)' the scope of what the CRM Code covers in relation to authorised push payment ("APP") fraud in instances where: "(i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or (ii) The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent."*
- *The payments Miss J made from her Santander account went to an account in her own name. So, it isn't covered by or within the scope of the CRM Code. This is because Miss J wasn't paying 'another person'.*

Payment Services Regulations 2017 (PSR)

Under the PSR and in accordance with general banking terms and conditions, banks should execute an authorised payment instruction without undue delay. The starting position is that liability for an authorised payment rests with the payer, even where they are duped into making that payment. There's no dispute that Miss J made the payments here, so they are considered authorised.

However, in accordance with the law, regulations and good industry practice, a bank should be on the look-out for and protect its customers against the risk of fraud and scams so far as is reasonably possible. If it fails to act on information which ought reasonably to alert a prudent banker to potential fraud or financial crime, it might be liable for losses incurred by its customer as a result.

Banks do have to strike a balance between the extent to which they intervene in payments to try and prevent fraud and/or financial harm, against the risk of unnecessarily inconveniencing or delaying legitimate transactions.

So, I consider Santander should fairly and reasonably:

- *Have been monitoring accounts and any payments made or received to counter various risks such as anti-money laundering and preventing fraud and scams.*
- *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). This is particularly so given the increase in sophisticated fraud and scams in recent years, which banks are generally more familiar with than the average customer.*
- *In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases declined to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.*

Also, the FCA's Consumer Duty was in force at the time these payments were made. This requires firms to act to deliver good outcomes for consumers including acting to avoid foreseeable harm. In practice this includes maintaining adequate systems to detect and prevent scams.

With the above in mind, I looked closely at the file.

Miss J doesn't dispute that an intervention took place. Santander blocked payment number 6 (see table above) and she had a call with one of their agents, so they could negate the risk of a scam, on 1 July 2024.

As Miss J said Santander didn't pick up on out of character payments that were indicative of our customer being a victim of fraud, I first considered whether any of the payments prior to number 6 should've triggered an earlier Santander intervention.

I don't think the payments 1 to 5 stand out as obvious indicators of a scam. This is because:

- *The payments were to an account in Miss J's name with another regulated firm.*
- *Miss J frequently made several same day faster payments to Bank M and:*
 - *Payment 1, 2 and 3 (£51.03, £47.26 and £172.89 respectively) were for lower amounts than she would normally transfer.*
 - *Payment 4 (£364.18) was similar to what she would normally transfer.*
 - *Payment 5 (£1,093.62) was slightly higher than normal.*

I think payment 6 was a fair and reasonable point for Santander to implement a proportionate intervention. This is because of the following:

- *Payment 6 (£1,980) was a much higher payment than Miss J would normally make.*
- *An unusual pattern was emerging:*
 - *An increasing amount of same day payments.*
 - *Two of which were now higher than normal.*
 - *Four of the payments (3,4,5 and 6) were for the same amount received from Firm N.*

I also think Santander should've put additional interventions in place for payments 7 and 8 due to the velocity of same day payments and these bringing the total amount transferred on the same day to £9,756.98. And I can't see that any further interventions took place.

As Miss J said Santander:

- *'Failed to ask open probing questions'.*
- *'Should not be taking customer answers at face value especially since many scam types typically involve some level of coaching, which the Bank Must account for in its questioning'.*

I listened to the intervention call recording and analysed it, together with the social messenger dialogue Miss J was having with the scammer, to determine if it was proportionate and whether the Santander agent should've been more diligent.

I found the information and warnings Santander's agent gave on fraud and scams to be very limited. At the start of the call, the agent pointed out the following:

- *'Over one thousand people a week have been scammed by hiding what they're paying for'.*
- *'So, it is important to be totally truthful with where the payments are going'.*

However, she quickly moved on and didn't give any information on how people are actually scammed, why they hide payments or give any context on the second statement.

Considering the suspicious transaction pattern that she was seeing, I think the agent should've been more detailed at the start of the call and then, later in the call, given Miss J educational information and warnings on common scams that ask for ever increasing payments, such as job scams.

Instead, the only other mention of scams was the following and this was read very fast:

- 'If you ever receive a call from anyone saying they are from the bank, the police or HMRC, letting you know your account is under investigation and it needs to be closed and transfer funds to a different account'.*

The agent did ask Miss J the reason for the payment and Miss J said she was saving and trying to organise her money. However, considering the agent could see six same day transfers, payments 3 to 6 gradually increasing in value and 5 of the 6 payments being for specific amounts (with pence), she didn't ask Miss J any probing questions on a pattern that I think she should've been suspicious about. This is because it had hallmarks of a scam, and the transactions seemed at odds with Miss J's explanation.

So, I think there were inadequacies with Santander's intervention here. Although probing may not have unravelled the scam, as Miss J was anxious about not receiving her earnings and fearful her payment would be delayed or wouldn't go through, I think Miss J would've likely become hesitant if asked questions about what she was doing, and this would've been an additional factor for a fraud and scam agent to be suspicious about.

From reviewing the messaging chat between Miss J and the scammer, although it's clear Miss J was under the spell of the scammer, I think the coaching was very light touch.

So, considering all the scam indicators here, even without probing Miss J's explanation, I think the agent should've given Miss J information on specific scam types, such as job scams. And, if she had, I think it more likely than not that Miss J would've taken on board the information, realised she was being scammed and not made any further payments.

That being the case, I'm persuaded a proper intervention and warning from Santander would've prevented Miss J's loss. It's then fair and reasonable to say Santander ought now to compensate Miss J for that loss.

I should add that I found inadequacies with Firm N's intervention. Also, that Bank M should've intervened.

Contributory Negligence

There's a general principle that consumers must take responsibility for their decisions. With this in mind, I have considered whether Miss J did enough to protect herself from the scam, and I don't think she did.

Although I appreciate Miss J found the scammer very convincing, I think she ought reasonably to have had concerns about the legitimacy of the job offered given the high salary for low hours and basic tasks. Also, a requirement to send funds to acquire the profits she'd supposedly earned. In addition, she was paying more money to the scammer than she was receiving back. Furthermore, it was an unsolicited job offer via a messaging service app and not receiving a contract should've been seen as very unusual and warranted her to exercise greater caution and do more research.

Recovery

Finally, I considered whether, when Miss J informed Santander she had been scammed, they could've done more to help recover her funds.

As Miss J made payments to an account held in her own name with Bank M and then on to the scammer via Company R and Company T, I don't think Santander could've been expected to recover the funds. They'd already been removed from Miss J's account (by way of further authorised payments from Bank M) and so there was nothing left to recover when the scam was reported.

Putting things right

In a case like this where I'm upholding the complaint and think a customer should share liability because of contributory negligence and three businesses are equally at fault for the loss, then our starting point would be to split liability between all parties.

I calculated Miss J's loss as £8,043.68 (payments for £1,702.99, £282.99, £1,702.99, £1,533.99, £1,433.72, £1,387.00) as this is what Bank M sent to the scammer.*

Whilst I've been considering Miss J's complaint, Bank M agreed to pay Miss J 50% of her loss, which is £4,021.84 (and Miss J accepted).

This means Miss J's outstanding loss is £4,021.84 and I'm therefore applying our approach to split this remaining loss between three parties.

So, I require Santander to:

- Refund 33% of Miss J's remaining loss, which is £1,340.61.*
- Pay simple interest on this amount at 8% per annum.*

** I calculated Miss J's loss as £8,043.68 (payments for £1,702.99, £282.99, £1,702.99, £1,533.99, £1,433.72, £1,387.00) as this is what Bank M sent to the scammer. I appreciate that had Bank S and Firm N intervened they would've each sent on a slightly lesser amount of £8,028 (payments for £1,980, £3,231, £2,817) so this is a pragmatic resolution to avoid complexity.*

My provisional decision

My provisional decision is to uphold this complaint against Santander UK Plc, and I require them to give Miss J:

- A refund of £1,340.61.*
- Plus, pay simple interest at 8% per annum from the date of the payments to the date of settlement.*

This is subject to any comments that either Santander UK Plc or Miss J may wish to make.

These must be received by 17 July 2025.

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.

Further to my above provisional decision, Miss J agreed to it, but Santander didn't. Santander asked for more time, which I agreed to, and their reasons for disagreeing included the following:

- Miss J had ‘a genuine, longstanding relationship with Bank M, a trusted UK bank’.
- Prior to the scam Miss J had, for several months, been making payments to her Bank M account and these included multiple payments being made the same day or on consecutive days. Santander highlighted these transactions.
- They said they did still intervene and consider the scam conversation to have been proportionate considering the information they had.
- They made a number of points about the intervention including:
 - Their agent started the conversation by warning Miss J of the increase in scams where customers hide the payment reason. This was key context and relevant to the situation Miss J found herself in.
 - They explained that it was important for Miss J to be truthful about where her funds were going. This honesty statement was completely relevant given that Miss J had been encouraged to provide a cover story by a third party and was therefore not truthful regarding her reason for payment.
 - Bank M advertise and provide easy to open savings pots that help customers organise their funds, these products are widely known and given that this was the beneficiary of the funds that Santander could see, the explanation provided was plausible and reasonable.
 - Scam conversations centre around safe account scams, as they are the most common scam type for customers when they say they are transferring money to their own account. It would be unreasonable to expect them to be able to convey information on all possible scam types in every conversation with a customer, especially in situations where the true reason for the payment is not disclosed.
 - They question how effective and meaningful a conversation running through every potential scam a customer could be involved with would be.
 - There was no reason to believe anything else was happening.
- They were not the best bank to have identified the scam. The payments sent from Santander were not to the scammer, but to Miss J’s own external account.
- Given Bank M did have sight of the onward movement of funds they question why I feel that Santander should be as equally liable as them.
- They questioned why the split wasn’t between 4 parties.

So, I looked at everything again and considered all of Santander’s points.

I compared the following examples Santander gave of other multiple and consecutive same day payments to Bank M (except 1 July 2025) with those their agent would’ve seen on the intervention call:

Number	Example A 30 March 2025	Example B 19 May 2025	Intervention 1 July 2025
1	£0.99	£1.00	£51.03
2	£632.76	£10.00	£47.26
3	£65.70	£21.00	£172.89
4			£364.18
5			£1,093.62

6			£1,980
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If the Santander agent saw and compared the two examples given (A and B) with the transactions on 1 July 2025 payments, I recognise she would've seen multiple payments. However:

- Example A is different. Although there are multiple payments there are three as opposed to six and importantly the amounts aren't incrementally increasing (like they were on 1 July 2025) and unlike payment number 5 and 6 (on 1 July 2025) they weren't for higher amounts than Miss J would normally spend.
- Example B is different. Although they are multiple payments incrementally increasing, all the amounts are lower than Miss J's average spend and much less than payments 3,4,5 and 6 (on 1 July 2025).
- Also, on 1 July 2025 four of the six payments were for exactly the same amount as that received from Firm N, which I think should've been considered unusual. I can't see any evidence that this is the case for the payments in examples A and B.

So, although I recognise Firm N and Bank M are both genuine and trusted, I think, from the other information she may have considered, Santander's agent should've still been suspicious about the patterns and transfers that she was seeing on 1 July 2025 and recognised there were signs that Miss J could possibly be at risk of a scam.

Regarding the intervention call, I again listened to the call recording. My analysis remains the same – as detailed in the above provisional decision – that it was inadequate and a more effective intervention and warning from Santander would've prevented Miss J's loss.

That being the case, I'm persuaded a proper intervention and warning from Santander would've prevented Miss J's loss. I therefore consider that it is fair and reasonable to say Santander ought now to compensate Miss J for that loss.

Finally, Santander question the liability split here. Please note the following, which is in line with our current approach:

- Miss J's total loss was £8,043.68 (payments to the scammer for £1,702.99, £282.99, £1,702.99, £1,533.99, £1,433.72, £1,387.00).
- I think Firm N, Santander, Bank M and Miss J all share some responsibility for the loss. Miss J through contributory negligence (as set out above). Ordinarily the loss would be split four ways which would mean Miss J's loss is £2,010.92.
- However, Bank M agreed to pay Miss J 50% of her loss before I could issue a decision on Miss J's complaint to them, which is £4,021.84.
- So, Bank M is paying the highest amount here. The remaining £4,021.84 loss would be split three ways, and not four, with the following reduced loss for each party:
 - Firm N and Santander both pay Miss J £1,340.61
 - Miss J's loss is £1,340.61.

So, having considered everything again for the reasons mentioned above and in my provisional decision, I still think Santander UK Plc should've done more here and I'm still upholding this complaint against them.

My final decision

My final decision is that I'm upholding this complaint, and I require Santander UK Plc to give Miss J:

- A refund of £1,340.61.
- Plus, pay simple interest at 8% per annum from the date of the payments to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 1 September 2025.

Paul Douglas
Ombudsman