

The complaint

Mr B, via a representative, has complained that Santander UK Plc (“Santander”) failed to refund the money he lost as part of a scam.

What happened

My understanding is that Mr B was approached by a scammer purporting to be a recovery agent. I will call this person C. C said that they could recover the funds that Mr B lost to a previous scam.

Mr B then made a number of payments to C from his Santander account and his credit card provider. These funds originated, for the most part, from an account he held with a different current account provider. Over 15 payments were made from Santander totalling over £60,000 between March 2023 and June 2023. These payments were a mixture of debit card payments and transfers. Some of the payments went directly to a digital platform where they were converted into crypto currency, they were then sent on to C. Other payments went to accounts that Mr B held with a different provider. These funds were then sent via a digital platform to C.

Mr B realised he had been scammed when he was asked to pay a series of fees before he was able to recover his funds. Mr B asked Santander to refund the transactions he made from his account, as he believes Santander should have done more to prevent him from being scammed in the first place. Santander did not agree with this.

I issued a provisional decision on 28 October 2025 in which I said the following;

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In deciding what's fair and reasonable, I am required to take into account relevant law and regulations, regulators' rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is more likely to have (or would have) happened, in light of the available evidence and the wider circumstances.

In broad terms, the starting position is that Santander is expected to process payments and withdrawals that a customer authorises it to make. This should be in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

However, taking into account relevant law, regulatory rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Santander should:

- *have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;*
- *have had 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 firms are generally more familiar with than the average customer;*
- *have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;*
- *in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice Santander sometimes does); and*
- *have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.*

Santander should have considered the first payment that was part of the scam as unusual, as it was significantly larger than the payments that Mr B usually made from his account. I can see that Santander did intervene around the time of this payment and asked Mr B to go to a branch to discuss a payment and also intervened multiple times throughout the scam. I think that these interventions were not sufficient. That said, I do not think that an appropriate intervention would have stopped the scam.

The scammer seems to have been aware that, if Mr B gave accurate answers as to what he was doing, his payments might be stopped. This is demonstrated by C telling Mr B that he had to say that he was making the payments alone and there was no third-party involvement. Mr B agreed to do this.

During interventions with Santander and his other account provider, Mr B does just this. He tells Santander that he is moving funds to his own account, there was no third-party involvement and that nobody had asked him to make the payments – knowing full well that what he was saying wasn't true.

During an intervention with his other account provider, Mr B confirmed that nobody had asked him to install remote access software, nobody had told him what to say, nobody had asked him to make the payment and importantly, that the reason he was sending funds to the digital platform was not for crypto but was for a savings account.

Santander was only required to take proportionate steps to try and protect Mr B from financial harm. Given the misleading answers that Mr B gave to his account providers when they did intervene, I'm not persuaded he would've shared anything concerning with Santander, even if it had questioned him more about what he was doing. So overall, I don't think that Santander could have uncovered or prevented the scam.

I've also thought about whether Santander could have done more to recover the funds after Mr B reported the fraud. Santander are under no obligation to refund the money under the Contingent Reimbursement Model (CRM) Code. This is because the funds were sent to accounts that Mr B controlled. I also note that Santander could not have recovered those funds from the accounts they went to, as they had already been sent on to the scammer by the time Mr B raised his concerns with Santander.

Santander did not add any further points in response to my provisional decision. Mr B, via his representative, explained that the intervention from his other account provider was later in the scam and an earlier intervention from Santander would have stopped the scam. Mr B said this is because he was not as under the spell of the scammer at the beginning of the scam.

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.

That said, I still am unable to say that a proportionate intervention from Santander would have likely stopped the scam. I accept that it is possible that Mr B would have reacted differently, had there been a more robust intervention at the start of the scam. However, I am also mindful that this was in essence a recovery scam. So Mr B had already suffered a significant loss before his payments to this particular scammer and he believed he was attempting to recover over £70,000. So he had more incentive to ensure that the payments went through in order to recover the funds that he had already lost.

I also note that the scam chat is quite limited and there seem to be a number of phone calls between the scammer and Mr B. So it is possible that he was already coached by this point on what to say if questioned about the payments. So overall, albeit on balance, I think that appropriate intervention by Santander would not have stopped the scam.

It follows then that, although I have a great deal of sympathy with the situation that Mr B was in and that he has been the victim of a cruel scam, I am unable to uphold this complaint.

My final decision

For the reasons given above, and in my provisional decision, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 December 2025.

Charlie Newton
Ombudsman