

## The complaint

Miss F is unhappy Santander UK Plc will not refund the money she lost as the result of an APP (authorised push payment) scam.

Miss F brought her complaint to this service through a representative. For ease of reading, I will refer solely to Miss F in this decision.

## What happened

As both parties are aware of the details of the scam, I will not repeat them in full here. In summary, Miss F fell victim to a job/task scam. She was messaged by a recruitment company and offered the opportunity to complete tasks online (reviewing consumer goods such as watches and coffee machines to improve their ratings) to earn commission. She was told that to access the tasks she first needed to deposit funds. She did so, sending the faster payments below via a clearing bank to a digital wallet the scammer had instructed Miss F to open at a cryptocurrency exchange. From that wallet she moved the money on to the scammer's wallet.

payment	date	time	value, £
1	08-Oct-24	21:22	95
2	09-Oct-24	13:02	330
3	10-Oct-24	08:21	1,500
4	10-Oct-24	08:35	100
5	10-Oct-24	13:08	2,000
6	10-Oct-24	13:08	2,000
7	10-Oct-24	13:09	100
8	10-Oct-24	13:26	100

She successfully completed some tasks and received a credit of £131.43 on 9 October 2024. Miss F realised it was a scam as the deposits requested increased, supposedly for 'super tasks'. First, she was asked to send £4,000 (that she borrowed from family) to fund payments 5 and 6, and then £10,000 which she did not pay.

Miss F says Santander did not do enough to protect her money. Santander say it was not the point of loss and Miss F needs to raise a refund claim with the last firm in the scam payments' journey.

Our investigator upheld Miss F's complaint in part. She said Santander ought to have shown a tailored automated warning at the time of payment 5 and made a direct human intervention at the time of payment 6. She felt the second intervention would have broken the spell of the scam. But she said that Miss F should share the liability equally though as she could have done more to check the legitimacy of the opportunity before sending money.

Miss F accepted this assessment. Santander did not so the complaint was passed to me. It said the loss to the scammer did not arise from Miss F's account at Santander, Miss F needs

to contact the clearing bank so it can assess its liability. As the payments were made after 7 October 2024 she may be entitled to full reimbursement under the FPS's (Faster Payment Service) mandatory reimbursement rules that cover APP scams.

### **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.

First to clarify, whilst it was not the point of loss, I am satisfied based on the available evidence that Santander has a case to answer here. It is with Santander that Miss F's dissatisfaction lies as she believes it ought to have protected her in the first instance. Santander argues Miss F may have a case against the clearing bank under the new FPS mandatory reimbursement rules. But these rules do not cover payments to accounts in your own name and control, and nor do they cover transfers between digital wallets after the initial payment to a cryptocurrency exchange. So I disagree.

There's no dispute that Miss F made and authorised the payments. I don't dispute Miss F was scammed and she wasn't making payments for the reason she thought she was, but I remain satisfied the transactions were authorised under the Payment Services Regulations 2017. However, it doesn't end there.

Taking into account the law, regulator's rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider that by October 2024 Santander should fairly and reasonably have:

- 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;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving, including the use of multi-stage scams involving cryptocurrency, and the different risks these can present to consumers, when deciding whether to intervene.

In this context I find Santander can be held liable in part for Miss F's loss from payment 6 onwards. I'll explain why.

I think Santander ought to have intervened at the time of payment 5. I say this Miss F did not have a history of purchasing cryptocurrency and the cumulative value of the three payments made that day was significant. I think it would have been proportionate for Santander to issue a tailored automated warning. It has confirmed it presented the warning it used for transfers to an account holder's own account. It is unclear from Santander's evidence if it selected this warning based on the recipient account being in Miss F's name, or if she selected the payment purpose herself. The warning focused on safe account scams so would not have resonated with Miss F. I do not know if Santander had asked a series of questions to establish the actual scam risk as we would expect it to in October 2024, but

even assuming it did and Miss F was honest I am not persuaded a written warning about job/task scams could have broken the spell of the scam in this case.

I say this as the scammer had told Miss F banks would likely stop payments linked to cryptocurrency. The explanation given was that banks don't like it as they miss out on fees and the advice was to give as little information as possible. Miss F said she understood and would split payments to enable them to go through with less intervention. So, I think she would have expected some kind of in-app warning from the bank, but likely ignored it.

Miss F then made a second payment for the same amount just seconds later taking the daily total to the recipient account to £5,600. This was out of character for Miss F's account and seemed suspicious, so I think it ought to have triggered direct human contact from Santander. And had the bank made a proportionate intervention asking probing questions to establish the basic context of the payment I think it could have broken the spell of the scam.

I say this as Miss F's messages with the scammer show her doubts increased as the 'job' progressed. She had asked if the opportunity was safe and legal, why she had to use crypto, why the commission was so good and stated that she was worried. So I think a human contact could have changed the outcome of this scam. Miss F had enough doubts that had she been asked questions like 'has anyone told you not to be honest with us?' it would have rung alarm bells for her. And she would most likely, at this point, have decided to be transparent.

All the hall marks of a job/task scam were present and a skilled fraud adviser would have recognised them. I think Miss F would have listened to her bank had it provided a relevant warning. I also think the outcome of a direct human warning would have differed from a written warning as it would have given Miss F time to pause, and could not be raced through, or as easily brushed aside. She clearly already had concerns. I think a conversation with a human would have most likely brought these front of mind in the way an online message could not. I find a proportionate intervention from Santander at the time of payment 6 could have stopped the scam from progressing.

This means I find it is fair to hold Santander liable in part for the losses from payment 6 onwards.

*Should Miss F bear some responsibility for the overall loss?*

I've considered carefully whether Miss F should hold some responsibility for her loss by way of contributory negligence. Accepting that she is not the fraud expert - that is the role of Santander, I do think she missed some clear signs that the opportunity might not be legitimate.

Having to pay money upfront to do a paid job is unusual and should have raised Miss F's suspicions, particularly as it seems Miss F had no contractual terms of employment to review and accept, nor was there any documentation setting out the terms of the upfront payments. And to have to make such payments in cryptocurrency should also have been a red flag.

In the round, I have not seen that Miss F carried out an adequate level of independent checks to address these anomalies before going ahead. It follows I think the parties are equally liable.

I am therefore instructing Santander to refund 50% of Miss F's loss from payment 6 onwards after taking into account the credit she received as part of this scam.

*Did Santander do what it should to try to recover Miss F's money?*

As Miss F knows, she moved the funds from her digital wallet on to the scammer's so there was no reasonable prospect that Santander would be able to recover any of the funds from the beneficiary account. This means I can't say there was any failing in this regard on Santander's part.

### **Putting things right**

I think that Santander should have prevented Miss F's loss from payment 6 onwards. In calculating fair redress I've taken into account that she has received some reimbursement.

As I have said, Miss F received some money back that she understood was in return for completing tasks in the early stages. Given Miss F was falling victim to a scam and her 'job' wasn't genuine, I don't think this money should be attributed to any specific payment. Instead, I think this money should be deducted from the amount lost by apportioning it proportionately across all of the payments made to the scam. This ensures that this credit is fairly distributed.

To work this out, Santander should take into account all of the payments Miss F made to the scam, which I've set out in the table above. In this case, the credit received equals £131.43 and the total amount paid to the scam equals £6,225. Santander should divide the credit received by the total amount paid to the scam. This gives the percentage of the loss that was received in credit. Deducting that same percentage from the value of the payments from 6 onwards gives the amount that should be reimbursed for each payment.

Here the credits amount to 2.11% of the total paid to the scam. It follows that the outstanding loss from payment 6 onwards should be reduced by the same percentage.

Please note that, for ease of reading, I've rounded the relevant percentages down to two decimal places, but Santander should perform the calculation I've set out above to arrive at a more precise figure, as I have done to arrive at the figure below.

After taking the steps set out above, I calculate the Miss F's outstanding loss from these payments to be £2,153.55.

As I've explained, I also think that the amount reimbursed should be reduced by 50% to reflect Miss F's contributory negligence.

I therefore calculate the overall reimbursement due to be £1,076.78. There is no interest award as Miss F has evidenced that she funded these latter payments by borrowing from family. As they are not party to this complaint, I cannot award them compensatory interest.

### **My final decision**

I am upholding Miss F's complaint in part. Santander UK Plc must put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 14 October 2025.

Rebecca Connelley  
**Ombudsman**