

The complaint

Mr P complains that Santander UK Plc didn't do enough to protect him from the financial harm caused by an investment scam where he believed he had a romantic relationship with the scammer.

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.

Mr P says that he was contacted by an investment broker who he thought traded Forex CFDs and was regulated abroad. He was persuaded that the investment was legitimate as it used a genuine platform, and he had to complete numerous checks before investing. Mr P was also led to believe he had a romantic relationship with the scammer over the course of their messages.

Mr P says he realised he had been scammed when he was unable to withdraw his funds. Santander said the payments were made to an account in Mr P's name so he would need to contact the recipient bank.

Our Investigator found that there was insufficient evidence that Mr P had been the victim of a scam and therefore concluded that Santander had acted fairly by not refunding the disputed payments. As an agreement wasn't reached, this complaint has been passed to me for a decision.

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.

Having done so, I'm minded to reach the same outcome as set out in my provisional decision.

I've summarised the complaint in my own words and I'm not responding to every argument. No discourtesy is intended by this. Our rules allow me to do this given the informal nature of our service. If there's something I've not mentioned, it isn't because I've ignored it. Rather, I'm satisfied I only need to focus on the key points to reach what I think is a fair outcome. I don't need to make a finding on whether Mr P lost money to a scam as I don't think that would make a difference to the outcome of this complaint. I'll explain why.

I'm satisfied Mr P authorised the payments for the purposes of the of the Payment Services Regulations 2017 ('the Regulations'), in force at the time. So, although he didn't intend the money to go to the alleged scammers, under the Regulations, and under the terms and conditions of his bank account, Mr P is presumed liable for the loss in the first instance.

Although Mr P did authorise the disputed payments, Santander is expected to process payments and withdrawals that a customer authorises it to make, but where the customer

has been the victim of a scam, it may sometimes be fair and reasonable for the bank to reimburse them even though they authorised the payment.

Prevention

Santander spoke to Mr P about the first payment he made towards the scam, for £2,000. During this call, Mr P confirmed that the payment was being made to a cryptocurrency exchange and confirmed that no one had instructed him to make it. He also confirmed that he understood the risks associated with cryptocurrency investments. Santander explained that any situation in which he was told to conceal information from the bank would indicate a scam. I'm satisfied this intervention was proportionate and, considering Mr P's answers, I think Santander acted fairly in allowing this payment.

I'm satisfied the next payment Mr P made towards the scam (totalling £20,000) was sufficiently unusual, when compared to Mr C's previous account activity, for Santander to have intervened.

When Mr P spoke to Santander about the circumstances of the £2,000 payment, he confirmed it was going to a cryptocurrency exchange. Santander also said that a confirmation of payee was completed which confirmed the account was in his own name. As the later payments were to the same recipient, I think it's fair to say Santander should have identified that those payments were also going to a cryptocurrency exchange. I think a proportionate intervention would have been for one of Santander's agents to contact Mr P to ask him probing questions around the circumstances of the payment. But I don't think this would have made a difference and have prevented Mr P's loss.

I say this because, by this time, Mr P had already been communicating with the scammer for approximately two months, during which time the scammer appears to have established a significant degree of influence over him. I'm therefore satisfied that Mr P was being coached by the scammer and would have listened to their advice and answered any questions Santander had in such a way as to prevent it from discovering the true nature of the payments. So, I don't think additional questioning by Santander would have been effective at either allowing Santander to discover the scam or deterring Mr P from making the payments.

I also think it is unlikely that Mr P would have answered the questions from Santander in such a way that would have alerted Santander to the fact that he was most likely falling victim to a romance scam. In addition, when questioned by Santander about the first payment, Mr P did not disclose that he was acting under the direction of a third party. So I think it's unlikely Santander would have warned him about romance scams, nor would I have expected it to.

As Mr P previously told Santander he was paying a cryptocurrency exchange, I'm satisfied that Santander should have identified that the payments were going to a cryptocurrency provider, it should have given him a warning tailored to cryptocurrency investment scams. his warning should mention the risks associated with cryptocurrency. And on balance, I don't think that such a warning would have stopped him from making payments. In addition, before Mr P started transferring large sums, the scammer spoke about their own experience saying they had previously been made to feel like a prisoner by their bank for depositing high amounts into their cryptocurrency account. The scammer went on to say that banks are not to be trusted and are trying to prevent the flow of money. And banks always say they have encountered a scam. The scammer also discussed using a business bank account to avoid detection by the bank. Mr P appeared willing to follow the scammer's advice and transfer funds in a way to avoid any intervention by Santander.

This is based on the messages between Mr P and the scammer, which show that even after Mr P believed he had lost all his funds, he continued to message the scammer and expressed a desire to “find a way forward together”. This alongside the entire chat history supports my view that at the relevant time, when Santander should have intervened, the scammer’s influence over Mr P was substantial.

While Santander should have intervened further and asked probing questions about the payments and provided a cryptocurrency investment warning– I’m not satisfied that such an intervention would have resulted in it realising that Mr P was at risk of financial harm. And I don’t think additional questioning or warnings by Santander would have resulted in Mr P acting any differently given the level of coaching and trust he placed in the scammer.

I can also see that Mr P made additional payments towards the scam up until January 2025. However, for the reasons explained, I’m not satisfied that further intervention by Santander would have prevented Mr P’s loss.

I can only uphold his complaint if I’m satisfied Santander’s failings made a material difference to what happened. For the reasons given, I’m not persuaded it would have.

Recovery

I don’t think there was a realistic prospect of recovery as Mr P made the payments to accounts in his own name before moving the funds onwards from there.

Compensation

The main cause for the upset was the scammer who persuaded Mr P to part with his funds. I haven’t found any errors or delays to Santander’s investigation, so I don’t think he is entitled to any compensation

Response to the additional comments made following the provisional decision

Following my provisional decision Mr P’s representative has responded and I’ve carefully considered the points made. However, my outcome remains the same for the reasons detailed above.

It isn’t disputed that Santander should have intervened further. It should have asked probing questions about the later £20,000 payments and provided relevant warnings. I’m satisfied that Santander should also have been aware that these payments were going to a cryptocurrency exchange. However, to uphold the complaint, I need to also be persuaded, on balance, that such a proportionate intervention would have made a difference taking into account the considerable level of influence the scammer had over Mr P.

I have to be persuaded on balance that a proportionate intervention by Santander would either have led to it uncovering the scam or have led to Mr P realising he was the victim of a scam and discontinuing the payments.

I appreciate that Mr P’s representative feels that a proportionate intervention would have included “(i) suspending or delaying the payment pending a safeguarding callback; (ii) scripted questioning designed to reveal third-party coaching and romance/investment inducements; and (iii) specific, prominent warnings about crypto “investment” and romance hybrid scams and the use of self-named or business accounts to evade detection.” And that such an intervention would have prevented the scam, and I’ve considered this alongside the comments made.

Mr P had an established relationship with the scammer before he made the payment – to such an extent that he referred to the scammer as his wife and soulmate. The chat history shows the level of trust he placed in the scammer and as I mentioned in my provisional decision the scammer’s influence over Mr P was substantial.

In addition, when he was questioned about the first payment he made towards the scam (which totalled £2,000) he said that nobody persuaded him to make the payment and didn’t mention the involvement of a third party. Instead, he highlighted he had experience investing and wanted to invest in cryptocurrency. And mentioned he was transferring funds to his own account.

Given Mr P’s answers I think it’s unlikely that had he been questioned later about payments made towards the scam, he would have mentioned that it was a third party who was guiding him to make the payments. And this would have prevented Santander from identifying that he was falling victim to a romance scam. So, I don’t think he would have received a warning about romance scams. Instead, I think he would have received a warning about the risks associated with cryptocurrency investment scams – as this is what he said the payment was for.

Given the level of influence the scammer had over Mr P I don’t think appropriate additional warnings and questioning by Santander would have resonated with him or would have resulted in Santander uncovering the scam. So I don’t think a proportional intervention would have made a difference and prevented Mr P’s loss. After carefully considering the information given, and for the reasons explained above and in my provisional decision I am not upholding this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P to accept or reject my decision before 20 February 2026.

Sureeni Weerasinghe
Ombudsman