

The complaint

Mr A is unhappy that Santander UK Plc failed to sufficiently intervene causing him to fall victim to what he argues was an authorised push payment (APP) investment scam.

What happened

The details of this complaint are well known to both parties and so I will not repeat them again here. In summary, Mr A says he lost funds during an investment scam. He explains, via a well-known social media application, he found an advert for trading and decided to register with it. He says he was then contacted by them, started to trade and was under the belief he was making a profit. However, he says he realised it was a scam because they would put on trades that would cause him to lose funds and then request an insurance payment to regain the lost monies.

Our Investigator reviewed Mr A's complaint and accepted he may well have been scammed. However, was not persuaded that the available evidence was sufficient to be able to find that Santander should be held liable for his claimed losses. Ultimately, our Investigator did not think that it was clear what exactly Mr A had lost and so it would not be fair to hold Santander liable for the losses being claimed without statements proving it.

Mr A disagreed and said the evidence he has been able to supply, including his testimony should be enough for us to apply our fair and reasonable remit to make an award anyway.

As our Investigator was unable to resolve Mr A's complaint informally it has been passed to me to issue a final 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I have kept in mind that Mr A made the payment himself and the starting position is that Santander should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made. In line with this, Santander ought to have been on the look-out for the possibility of fraud and made additional checks in some circumstances. Mr A says he's been the victim of a scam and that Santander ought to have intervened on the payment he's now disputing.

I've considered the evidence available, and I am sorry to disappoint Mr A but I do agree with our Investigator. Ultimately, we would need to see sufficient tangible evidence of the loss before considering making an award (if I thought one were due). I've noted the evidence that Mr A has been able to supply – such as his testimony explaining all the funds highlighted going to the cryptocurrency exchanges were sent to the scammers. However, without the cryptocurrency statements showing all funds did go to the scam destination complained of – and that none for example remain within the account, or were lost as part of a bad investment, etc. Ultimately, there are many payments to cryptocurrency exchanges which are completely legitimate and not linked with a scam. Therefore, I do not consider the evidence I have is sufficient.

I similarly agree with our Investigator that, based on the available evidence, we cannot be sure as to the level of influence the scammer had over Mr A. So, it is unfortunate that Mr A has been unable to obtain the full scam chat history. The screenshots he has supplied do not include the relevant details to allow me to ascertain whether an intervention would have prevented him proceeding – especially considering Mr A explained when some sort of conversation did occur with Santander, he was not forthcoming with any additional information. For completeness, I will note that even if I did consider an intervention should have occurred, I do not agree with Mr A's assertion that it should have been a human one. Considering when he says he transferred these funds; the awareness banks had towards such scams was not the same as now. So, in the event I decided an intervention ought to have occurred it would have been a general scam warning – which, as above, I cannot be sure would have prevented Mr A proceeding anyway.

Consequently, although I am sorry to hear Mr A says he has lost such a large sum of money to a cruel scam, I cannot fairly say that Santander must reimburse him. Ultimately, I do not have the sufficient evidence to show the loss in which he claims was lost due to a scam.

Santander would also only be able to attempt to recover funds from where Mr A sent them, his own account – and not from the scammer's account where he said he subsequently sent them. I'll also note that the Contingent Reimbursement Model Code would not be applicable here as the payments were to his own account. So, overall I do not think Santander could have done anything further.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 November 2025.

Lawrence Keath
Ombudsman