

The complaint

Mrs H complains that Santander UK Plc (Santander) has held her liable for a loan that she says she did not consent to.

What happened

Mrs H says she fell victim to a scam after expressing an interest in an investment opportunity she saw advertised on the television.

On calling the number shared in the advert, Mrs H says she was introduced to someone who sent her a link, and she paid £200 to enrol to the service provided and told that an investment portfolio would be opened in her name. She says she was then contacted by another person who she believed was a trader.

Mrs H says she trusted the individual with further investments and continued to correspond with them over the phone and WhatsApp with the intention of investing into cryptocurrency. She says she was asked to download the AnyDesk app on her phone and computer, which allowed the so-called trader access to her devices.

Mrs H says she believed she was engaging with a legitimate investment opportunity. She says she didn't knowingly apply for a loan with Santander and only realised something was wrong when she could no longer contact the individuals she had been dealing with, and money she was expecting from the investment was not received in December 2024 as promised, and she noticed repayments towards the loan leaving her bank account.

Mrs H says she contacted her main bank account provider – where the loan funds had been deposited - who started an investigation into the matter. She says it referred her to Action Fraud and told her to contact the loan provider so that it may assist her.

After looking into the matter, Santander held Mrs H liable for the loan.

Santander explained the application for £25,000 was made online on 22 October 2024, using Mrs H's personal information, and the funds were paid into her bank account after a PIN – required to activate the release of the loan funds - was sent to Mrs H's genuine address as a security measure and was entered.

Mrs H has brought her complaint against Santander to this service along with other complaints relating to loan applications made with other providers around the same time, that she also says she had no knowledge of. Mrs H states that all the applications were part of the same scam.

Our investigator considered Mrs H's complaint against Santander but did not uphold it. She was of the view that Mrs H had knowledge of the loan application and had entered a PIN sent to her home address which then released the loan funds to her bank account. As Mrs H remained unhappy with the outcome, she asked that an ombudsman consider her complaint.

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've reached the same outcome as our investigator for broadly the same reasons, in that it is reasonable for Santander to pursue Mrs H for the loan.

I realise this will be upsetting for Mrs H to hear. I acknowledge that Mrs H has been through a difficult experience and that it has been very distressing for her to realise she has been a victim to an elaborate scam and she has my sympathy. I hope she is getting the support she needs. But it's worth keeping in mind that it's ultimately the scammers who are primarily responsible for the loss Mrs H has experienced. And in this case, I can only consider what Mrs H and Santander are responsible for.

On considering this matter, my focus has been on the actions of Santander and whether it acted reasonably towards Mrs H. In doing so, I've carefully reviewed all the evidence presented, to get an understanding of what happened so I can understand the sequence of events fully.

I've also considered Mrs H's very detailed response to our investigators view and I'm very aware that I've summarised this complaint in far less detail than Mrs H has. But I'd like to assure Mrs H, I've focussed on what I think are the key issues here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact the decision I'm making. Our rules allow me to do this.

Firstly, existing consumer credit legislation states that a customer can't be held liable for a loan if it was taken out by an unauthorised party. So, what I must consider here is whether Mrs H applied for the loan with Santander herself or authorised someone else to do so on her behalf.

Mrs H says she downloaded AnyDesk to her phone and computer on the instruction of the scammer. But it seems she did not realise the implications of doing so at the time. Mrs H mentions that she was unaware a loan application in her name, was made with Santander, and it only came to her attention when she realised, she had been scammed. I fully accept Mrs H didn't intend to be part of a scam, but these actions meant the scammer was able to apply for the loan using her genuine details.

On reviewing what Santander has evidenced and having listened to the call it had with Mrs H, along with other calls made on the other complaints Mrs H has brought to this service, it seems like there is some inconsistency with what Mrs H has said.

I say this because she has also stated that she was told by the scammer, that the loan was going to be repaid using proceeds from her investment and she was under the impression that it would be taken care of. Which seems to contradict what Mrs H has said about the loan being applied for without her knowledge or consent and the transfer of the money into her bank account. It suggests to me that she was likely aware the loan had been applied for and approved in her name and then deposited into her account.

Santander has provided evidence to show the extent of action it took to verify Mrs H for the loan. In particular, I can see that as part of the loan application process a PIN was sent to Mrs H's home address, which she was required to input to release the funds and this action was fulfilled on 28 October 2024.

Given that Santander sent the PIN to Mrs H's genuine address, it seems more likely than not that Mrs H would have received it, and I haven't seen anything to suggest any compromise. But it seems that no concerns were raised by Mrs H. Even despite her having a further opportunity to review the decision to take a loan and the terms and conditions she was agreeing to. So, I'm persuaded that Mrs H either entered the PIN herself or disclosed it to someone to do so on her behalf.

At the time of the application, as far as Santander was concerned, it was a legitimate application where the loan funds were released by the PIN sent to Mrs H's address being input, so satisfying Santander's loan application requirements. And Santander has presented information to that effect.

Given everything presented, I also do not think Santander would have been alerted to anything to suggest that the loan was being applied for because of a scam. I think Santander acted in good faith, based on the information it was given when approving the application. Her correct details were provided, the funds were paid to her genuine bank account, a direct debit mandate was set up, and the application passed all the checks. So, I'm not persuaded there was cause for Santander to suspect anything untoward.

Even if I were to accept that Mrs H might not have physically submitted the loan application herself, according to the evidence presented, I remain satisfied she either input the PIN provided herself or authorised someone to do so on her behalf. So, it would be fair and reasonable for Santander to hold her responsible as she had the opportunity to stop and question the loan application and to stop it from being transferred on. And it's clear, that instead she allowed the transfer of the loan funds once they were received into her account into the investment for her benefit – albeit later realising it wasn't a legitimate investment. So, as I can't fairly hold Santander responsible, I can't reasonably tell them to write off the loan in these circumstances.

Finally, I appreciate what Mrs H has mentioned about other loan providers having reimbursed her for loans taken out in her name as part of this matter, and I am glad to hear Mrs H has achieved some resolution to her concerns. But I want to clarify that this does not influence my decision here. All cases are considered by this service based on their own merits and require consideration of all the facts presented by all parties involved. So here I have considered what I think is fair and reasonable based on the evidence presented.

I am aware that the impact of the scam has been significant on Mrs H, and I'd like to assure her I have not taken this decision lightly.

Santander should be mindful of the position Mrs H finds herself in and I would expect it to consider Mrs H's circumstances prior to deciding on an appropriate repayment plan which is agreeable and reasonable to both parties.

My final decision

I do not uphold Mrs H's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 19 March 2026.

Sukhdeep Judge
Ombudsman

