

## **The complaint**

Mr W complains that Santander UK Plc won't refund him money that he believes was lost to an Authorised Push Payment ("APP") scam.

Mr W brings his complaint with the assistance of a professional representative, but for ease of reading I will refer to Mr W throughout this decision.

## **What happened**

The background to this complaint is well known to both parties and has been laid out in detail by our Investigator in their view. So, I won't repeat everything again here, but I have summarised the circumstances briefly below.

In or around May 2023, Mr W saw an advert, on a well-known social media platform, regarding an opportunity to learn about forex trading, run by companies that I'll refer to as "K" and "S". Mr W expressed an interest and entered into communications with the companies.

Mr W has said he carried out his own research and didn't find anything negative, so he decided to proceed. He entered into what he believed was a three-year training programme, which would also include him sending funds, which he would trade alongside the companies. His primary understanding was that funds would be used for trading.

Mr W made an initial payment of £3,000, as well as signing up to a subscription for £69 per month (these payments haven't been disputed). Mr W has told us he attended bi-weekly seminars, had access to an online portal and attended around a week's worth of training.

However, Mr W has said after he'd made a further payment of £72,000, on 22 May 2023, from his Santander account, he became concerned when he could only see £50,000 in his trading account, which he thought, given the payment he'd made, ought to be more. Mr W sent several emails enquiring about this and requesting that his money be refunded, however after initially receiving a response saying he would be contacted, he didn't receive any further contact.

Believing he'd been scammed, Mr W raised the matter with Santander, but it didn't uphold his complaint.

Unhappy with Santander's response, Mr W brought his complaint to this service. One of our Investigator's looked into things but didn't think the complaint should be upheld. In summary, they said they were not persuaded that this was a scam.

Mr W disagreed with our Investigator's view. In summary, he strongly maintained he'd been the victim of a scam and said;

- The services that were provided cannot reasonably be comparable to the service he paid £72,000 for.

- The registration of a firm on Companies House is not an indicator of legitimacy.
- The absence of criminal proceedings is not evidence of innocence or legitimacy.

As agreement couldn't be reached the complaint has been passed to me for 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.

Mr W has made some detailed submissions in support of his complaint. I've read and considered everything he has sent in, but I don't intend to respond in similar detail. 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 focussed 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 haven't. 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.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. It isn't in dispute that Mr W authorised the transaction in question. He is therefore presumed liable for the loss in the first instance.

However, where the customer made the payment as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for the bank to reimburse the customer even though they authorised the payment.

Santander was a signatory of the Lending Standards Board's Contingent Reimbursement Model (the CRM Code). This requires firms to reimburse customers who have been the victim of certain types of scams, in all but a limited number of circumstances. But customers are only covered by the CRM Code where they have been the victim of an APP scam – as defined within the CRM Code. So, if I am not persuaded that there was a scam, then I will not have a basis to uphold the complaint.

The relevant definition of a scam in accordance with the CRM Code is that the customer transferred funds to another person for what they believed were legitimate purposes but were in fact fraudulent.

Both Santander and our Investigator felt the payment Mr W made formed part of a civil dispute and, as such, was not covered by the CRM Code. Mr W disagrees, he feels he has been scammed.

Before I can consider whether Santander is liable for any of Mr W's losses, I'd first need to find that the evidence was strong enough to show this had been a deliberate criminal scam from the outset rather than it being a private civil dispute between Mr W and the company he paid. That also means being able to exclude, on the balance of probabilities, the alternative possibility that this is simply a matter of K/S breaching any legitimate contract with Mr W through financial mismanagement or other reasons. Or to put this another way, that means deciding whether the available evidence shows it is most likely that there was a criminal intent to defraud Mr W. That is a high bar to meet.

I firstly need to consider the purpose of the payment and whether Mr W thought this purpose was legitimate. I'm satisfied he did, he's explained he believed, and he told Santander, that the payment he was making was for the purpose of training and educational purposes. He also believed the payment would include trading. Then I need to consider the purpose the recipient (K) had in mind, at the time of the payment, and whether this was broadly in line with what Mr W understood to be the purpose of the payment.

Here, Mr W entered into communications, which continued over a number of weeks. These included bi-weekly seminars where trading strategies were discussed and training sessions were delivered. So, on balance, I'm persuaded the purpose the recipient had in mind for receiving the payment was broadly in line with what Mr W believed the payment to be for.

It's not typical behaviour for fraudsters, on receipt of a victim's money, to provide any kind of service at all. Rather, in most cases, once the money is paid communication stops and no service or goods are provided. But here through the training, webinars and bi-weekly seminars some services, at least to a degree, were provided. Albeit I do of course recognise not to the degree that Mr W reasonably envisaged.

But there may have been a number of reasons why things subsequently didn't progress as well as Mr W would have expected, or why K/S might not have provided what was promised. I don't doubt there are questions about how the companies were operating. But investments can fail and unfortunately, situations do arise where retailers/merchants/suppliers can operate poorly or be mismanaged to the point where agreed services or goods aren't provided at all or aren't provided to a customer's satisfaction.

From what I've seen, the companies Mr W dealt with are registered on Companies House, with the company he sent his payment to, K, having been registered since 2003 and seemingly still active. The nature of the firm is also consistent with what Mr W believed he was making his payment for – "technical and vocational secondary education". And while I acknowledge that Mr W has shared details of some links which he says reference others who have also lost money, I have to be mindful that open-source research also shows positive reviews, which indicates that similar activities have been carried out for other customers, without any concerns being raised.

I'm also mindful that Mr W has said matters were reported to the police. But I'm not aware of any ongoing criminal investigation. Indeed, to the contrary, with Mr W sharing a communication from the police, from April 2025, stating that after finalising their assessment and after considered review, the Serious Fraud Team did not consider it proportionate to open an investigation, as it was believed there was no realistic prospect of criminal conviction – confirming that the Police would be taking no further action.

I appreciate Mr W's point that businesses can be registered on Companies House and still be fraudulent and that the lack of police action doesn't prove innocence. I don't disagree with Mr W on this point. They are however additional points that we consider when deciding the legitimacy of a company, particularly when they have been trading for some years. Neither of these things is firm evidence that a fraud hasn't taken place, but it does help to build a picture on what is most likely.

While I am unable to share details about a third party and the nature of their relationship with their bank, the evidence I've seen from the beneficiary bank, the bank to which the payment was made, regarding the way K's account was operated, didn't raise cause for concern. Had K been operating a fraud, I'd have expected other clients to have made similar allegations. So similar to above, while this in isolation doesn't prove this wasn't a scam, it all strengthens the notion that there are other possibilities here, other than fraud, for why Mr W may not have received the services he expected or his funds back.

I'm sorry to hear of what's happened to Mr W and I have a great deal of sympathy for him. He has lost a significant amount of money and I don't doubt he has been badly let down. But I'm not persuaded this is something that Santander can fairly be said to be responsible for. And it follows that there isn't a reasonable basis upon which I can require it to do more to resolve this complaint.

I would like to make it clear that my findings are not intended to conclusively rule this matter a civil dispute: I acknowledge the possibility that Mr W may have been the victim of fraud here. But the evidence currently available to me doesn't support that assertion to the extent that Santander ought to have reimbursed him under the provisions of the CRM Code. However, should further information come to light in the future that does support a fraud likely took place, Mr W has the option to present this new evidence to Santander for review and further consideration.

### **My final decision**

For the reasons I have given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 November 2025.

Stephen Wise  
**Ombudsman**