

The complaint

Mrs C complains that Santander UK Plc won't refund money she lost when she fell victim to a job scam.

What happened

The background to this complaint is well known to both parties and so I'll only refer to some key events here.

Mrs C fell victim to a job scam in 2025. She was contacted by a person on an instant messaging application about a remote working opportunity. The job involved completing tasks (orders) to help merchants optimise their social visibility. Mrs C was told the work would take around one hour per day and, in addition to commission earned by completing the tasks, she would earn a basic salary of £350 if she worked for five consecutive days.

As part of the scam, Mrs C received 'commercial' tasks that paid greater commission but required her to deposit funds into her account on the scam platform. To do this, Mrs C sent funds from an account she opened with an Electronic Money Institution (which I'll refer to as 'R') to various payees via a third-party money remittance provider. Mrs C sent money from her Santander account to R to fund this. The relevant transactions are:

Date	Transaction type	Amount
6 February 2025	Apple Pay	£50.00
7 February 2025	Apple Pay	£130.00
8 February 2025	Apple Pay	£500.00
8 February 2025	Apple Pay	£1,600.00
	Total	£2,280.00

Mrs C realised she'd been scammed when she was being told she had to pay £3,500 to withdraw her earnings, and she was being told to borrow funds from friends and family to do so. Mrs C notified Santander of the scam and raised a complaint, but they didn't uphold it.

The complaint was referred to the Financial Ombudsman. Our Investigator didn't think Santander had to do anything further. She didn't think the payments were suspicious enough whereby she would have expected Santander to have carried out additional checks before processing them. But even if Santander had intervened, she wasn't persuaded this would've uncovered the scam or prevented the payments being made – as Mrs C was told by the scammer to ignore any warnings provided by the bank(s), and they also guided her on how to respond to questions R asked about payments she made from that account. And so, it's likely Mrs C would've similarly misled Santander about the payments if questioned.

Mrs C didn't agree with our Investigator. She said the disputed payment activity on her Santander account was abnormal as it was going to a new payee. And given she has banked with Santander for many years, this should've prompted concern and further checks from Santander.

The complaint has been passed to me to decide.

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 sorry Mrs C has been the victim of a scam. I know it is a lot of money she has lost and so, I understand why she is doing everything she can to recover it. But I must consider whether Santander is responsible for her loss and, while I know this will come as a disappointment to Mrs C, for similar reasons as our Investigator, I don't think they are. I'll explain why.

Before I do, I want to reassure Mrs C that I've considered everything she has submitted in support of her complaint. And so, while I've summarised this complaint in far less detail than what has been provided, I want to stress that no discourtesy is intended by this. If there is a submission I've not addressed; it isn't because I have ignored the point. It's simply because my findings focus on what I consider to be the central issue in this complaint – that being whether Santander is responsible for Mrs C's loss.

In broad terms, the starting position in law is that a bank is expected to process payments that their customer authorises them to make. It isn't disputed that Mrs C knowingly made the payments from her account and so, I'm satisfied she authorised them. Therefore, under the Payment Services Regulations 2017 and the terms of her account, Santander are expected to process Mrs C's payments, and she is presumed liable for the loss in the first instance.

However, taking into account the regulatory rules and guidance, relevant codes of practice and good industry practice, there are circumstances where it might be appropriate for Santander to take additional steps or make additional checks before processing a payment to help protect customers from the possibility of financial harm from fraud.

So, the starting point here is whether the instructions given by Mrs C to Santander (either individually or collectively) were unusual enough to have expected additional checks to be carried out before the payments were processed.

When considering this, I've kept in mind that banks process high volumes of transactions each day. And that there is a balance for Santander to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate – as it wouldn't be practical for banks to carry out additional checks before processing every payment.

Here, while not an insignificant amount, the payments were of a relatively modest value – with the highest being £1,600. And transactions of this value weren't uncommon for Mrs C's account – as she made prior payments for more than £1,000 at times. Because of this, I don't think the payments would've been seen by Santander as being out of character for Mrs C based on their value. The payments were also being made to an account in Mrs C's own name with a legitimate EMI (R), which was also a newly set up payee. But while Santander should be mindful of the risk of multi-stage fraud, I think they would've been reassured by the funds remaining in Mrs C's control in these circumstances.

I've also considered the frequency of the payments and that they were escalating in value, as these can be indicators of potential fraud. But I don't think these payments were so unusual or suspicious whereby I consider they presented a heightened risk of financial harm. So, taking all this into account, I think it was reasonable for Santander to process the transactions upon receiving Mrs C's instructions.

That said, for the sake of completeness, I'm not persuaded it would've made a difference even if Santander had intervened before processing the payments. This is because any further checks would, arguably, have been in the form of automated questions designed to narrow down the type of potential scam risk associated with the payments Mrs C was making. And here, Mrs C has confirmed that she was guided by the scammer to ignore any warnings from her bank(s) and that she was being told how to answer questions asked about the payments – which she followed when questioned by R as she gave inaccurate information and ignored warnings relevant to her situation. Consequently, R was unable to uncover the scam. And I think this would similarly have been the case had Santander intervened with any of the payments. I'm therefore not persuaded that Santander could've uncovered the scam with a proportionate intervention.

I've thought about whether Santander could reasonably have done anything else to recover Mrs C's payments after she reported the scam. But Mrs C had already forwarded the funds on to the scam from her R account. So, there wouldn't have been any funds remaining to recover. And even if there were, they would've been in Mrs C's control. Further to this, I don't think there was any reasonable prospect of success via chargeback – as the service paid for had been provided, that being the transfer of funds to Mrs C's R account. Therefore, I don't consider Santander could have done anything further here.

I appreciate Mrs C is the innocent victim of a scam and that this won't be the outcome she is hoping for. But it would only be fair for me to direct Santander to refund her loss if I thought they were responsible – and I'm not persuaded that this was the case. For the above reasons, I think Santander have acted fairly and so I'm not going to tell them to do anything further.

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 Mrs C to accept or reject my decision before 6 January 2026.

Daniel O'Dell
Ombudsman