

The complaint

Mr F complains that Santander UK Plc ('Santander') hasn't refunded the money he believes he lost to an authorised push payment ('APP') scam.

What happened

In December 2024, Mr F signed up to what he believed to be a legitimate online casino, which I'll refer to as 'C.com'.

Between 19 and 20 December 2024, Mr F made six payments from his Santander account, totalling £1,875, to top up his C.com account. However, on 20 December 2024 Mr F's account with C.com was blocked and he's been unable to access his account or withdraw any funds since.

Mr F was concerned that C.com had scammed him and so he reported the situation to Santander and asked for a refund. Santander didn't think it was responsible for reimbursing Mr F's loss, because it said his payments had gone to an account in his own name, meaning Mr F hadn't suffered a loss when the payments left his Santander account. So, Mr F's request for a refund was declined.

Unhappy with Santander's response, Mr F made a complaint. Santander reiterated its position that it wouldn't be reimbursing Mr F. So, Mr F referred his complaint to this service.

Our Investigator considered the complaint but didn't uphold it. In summary, they didn't think Mr F had demonstrated that he'd been the victim of an APP scam, which meant Santander couldn't fairly be held responsible for reimbursing Mr F's payments to C.com.

Mr F didn't agree with our Investigator. As an informal agreement couldn't be reached, 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.

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

Mr F's payments to C.com were made after the introduction of the Faster Payment Scheme Reimbursement Rules ('Reimbursement Rules'), which came into force on 7 October 2024. The Reimbursement Rules require a Payment Service Provider ('PSP'), such as Santander, to reimburse APP scam victims in all but a number of limited circumstances. However, PSPs aren't responsible for the loss caused by every APP. For the Reimbursement Rules to apply, a payment must meet the relevant definition of an APP scam, which is:

"Where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from the Consumer's Relevant account to a Relevant account not controlled by the Consumer, where:

- *The recipient is not who the Consumer intended to pay, or*
- *The payment is not for the purpose the Consumer intended*

For the avoidance of doubt, if the Consumer is party to the fraud or dishonest, this is not an APP scam for the purpose of the FPS reimbursement requirement or the FPS reimbursement rules."

For me to say the Reimbursement Rules apply in this case, I need convincing evidence to demonstrate Mr F was tricked into making the payments for a purpose other than what he intended.

C.com is a trading name of a company, which I'll refer to as 'Company S'. Company S appears to provide several online casinos, including C.com. Company S is incorporated in an overseas jurisdiction where it also appears to hold (or is at least in the process of attempting to gain) a licence to operate with the relevant authority.

Mr F has explained that he was able to open an account with C.com without any identity checks. He's also explained that he was able to see his funds in his C.com account after making the payments from Santander. When he reported the situation to Santander, he explained that when he tried to make a withdrawal from C.com, he was asked to provide documents to confirm his identity. He wasn't willing to provide one of the documents (a photograph of his debit card) at the time and as a result, C.com suspended his account and subsequently closed it without returning his funds.

I've undertaken my own research into C.com and have noted many negative reviews about it, which highlight some poor business practices and concerning behaviours, some of which are similar to Mr F's experience. However, there are also multiple positive reviews of C.com. So, it's difficult for me to say with certainty whether C.com is a scam or not.

I must make my decision on a balance of probability. To uphold Mr F's complaint, I'd need to be satisfied that C.com was more likely than not a fraudulent enterprise. Whilst I accept there is evidence of some unsavoury activity on C.com's behalf, I can't say that this alone demonstrates it was, most likely, a scam.

It's possible that Company S has sought to gain regulation in an overseas jurisdiction to add plausibility to a scam, in an attempt to lure in more victims. However, if Company S is a scam, it seems unlikely that it would voluntarily risk exposing itself to regulatory oversight that could reveal its fraudulent behaviour.

I've seen no evidence to suggest Mr F wasn't able to use his funds on C.com as intended. The fact that Mr F made multiple deposits, over a period of over 13 hours, rather than a single lump sum payment, would suggest to me that funds had been available to use and were used, which is why he continued to deposit.

I also can't rule out that the closure of his account wasn't the result of an alternative dispute between Mr F and C.com that led to the relationship breaking down. Nor can I say that there were any funds remaining in Mr F's account with C.com to be withdrawn when the situation was raised with Santander. So, in the circumstances, I can't say Company S, operating as C.com, was more likely than not a scam and not just a poorly run business. As a result, I'm not persuaded Mr F's claim for a refund can be considered under the Reimbursement Rules.

I've not been made aware that Mr F has reported Company S's conduct to the relevant authority in the jurisdiction where it is registered. Should Mr F choose to do that, and evidence suggesting criminal intent is obtained, then Mr F can present that evidence to Santander and ask that his claim be reconsidered. However, based on the evidence that's currently available, I'm not as persuaded as I'd need to be that Mr F has fallen victim to an APP scam, rather than using an untrustworthy, but genuine, gambling company.

I appreciate Mr F says that he is registered with Gamstop – a service which helps users restrict their ability to gamble with gambling companies within the United Kingdom. Mr F believes that this ought to have prevented him from being able to make the disputed payments. However, Company S (trading as C.com) isn't a UK based gambling company and isn't licensed in the UK. As a result, this preventative measure wouldn't have stopped Mr F from being able to send the disputed payments.

I've also thought about whether Santander reasonably could've done anything to prevent the disputed payments being made. The disputed payments were for relatively low amounts, ranging from £25 to £1,000. Whilst those amounts are significant to Mr F, I don't think the value of the payments alone was so concerning that Santander reasonably ought to have been suspicious.

I accept Mr F made six payments to the same beneficiary within a short space of time. However, with the exception of two payments, these weren't made in quick succession. And it wasn't unusual for Mr F to make multiple payments to the same beneficiary on the same day. So, I don't think the pattern of transactions was out of character to the extent that Santander ought to have been concerned that Mr F was at risk of financial harm and questioned him about the payments.

Furthermore, given Mr F appears to have been attempting to circumvent his Gamstop registration by using an overseas gambling company and because Santander doesn't appear to have been aware that Mr F had a gambling problem at the time the payments were made, I'm not as persuaded as I'd need to be that any intervention would've prevented Mr F from making the payments.

I note that Mr F has some concerns about how the disputed payments were made, because the funds weren't sent directly to C.com. Instead, the funds were passed to C.com through a convoluted payment journey, involving an open banking service provider (which is authorised and regulated in Canada) and a PSP (which is authorised and regulated in the UK).

Whilst I can understand why Mr F has concerns about this, I have to bear in mind that seemingly the funds were credited to his account with C.com. So, it would appear that the transactions went as planned – and I'm not persuaded the payment journey has a material effect on whether C.com was a scam or lead me to reach a different conclusion.

I appreciate Mr F believes strongly that C.com is a scam – and that may be the case. I also appreciate he has lost a significant amount of money as a result of this situation. Whilst I have natural sympathy for Mr F, I can't say it is more likely – and not just equally as likely – that he has been the victim of an APP scam. As a result, I'm not persuaded Santander can fairly be held responsible for reimbursing Mr F's loss here.

My final decision

For the reasons explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 24 February 2026.

Liam Davies
Ombudsman