

## The complaint

Mr D has complained that Santander UK Plc won't refund the money he lost after falling victim to a scam.

## What happened

In summary, in 2024 Mr D matched with a scammer on a dating app. The scammer built up an online relationship with him and then mentioned their success in trading cryptocurrency. They offered to help Mr D trade, saying they'd make him large profits very quickly.

On the scammer's instructions, Mr D made transfers from his Santander account to his own account at a crypto exchange. He then bought crypto and sent it on to the scammer's platform. In total, Mr D sent around £30,000 in around two weeks. Santander spoke to Mr D about this activity at the time, and let the payments go ahead.

In the end, Mr D was told to put in more and more money to withdraw his funds, he looked into the platform online and found warnings, and he realised he'd been scammed.

Mr D reported the scam to Santander. Santander tried to recover the funds, but they'd already been sent on. Santander didn't think it was liable for Mr D's loss.

Our Investigator looked into things independently and didn't uphold the complaint. Mr D appealed, so the complaint's been passed to me to decide.

I sent Mr D and Santander a provisional decision on 4 November 2025, to explain why I thought the complaint should be upheld in part. In that decision, I said:

*There's no dispute that Mr D authorised the payments involved, even if he didn't intend for the money to end up with a scammer. So under the Payment Services Regulations and the terms of his account, Mr D is liable for the loss in the first instance. But the matter doesn't end there.*

*Taking into account the law, regulator's rules and guidance, relevant codes of practice, the duty to avoid foreseeable harm for customers, and what I consider to have been good industry practice at the time, I consider that Santander should have fairly and reasonably:*

- *Monitored accounts and payments to counter risks such as fraud and scams;*
- *Had systems in place to look out for particularly unusual transactions or other signs its customers were at risk of fraud;*

- *In some circumstances, taken further steps or made further checks before a payment went out, or even blocked it, to help protect customers – irrespective of the type of payment involved.*

*Both parties accept that Santander should've intervened here, so I'm glad to see that it did, more than once. And I acknowledge that Mr D gave the bank some misleading information on those calls, such as by saying he was being advised by a family member rather than by the person from the dating app.*

*However, the coaching provided by the scammer was fairly minimal. Mr D was not given a detailed cover story or pressured to lie. And regardless of that, he actually told Santander significant genuine details about the scam, which included such clear red flags that the bank should have taken further action. During the call about the fourth payment (of £8,500), Mr D explained to Santander that his crypto investment scheme was going to give him thousands of pounds worth of crypto for free, but first he had to send in this £8,500 in order to prove himself. He explained that he'd get a return of around 50% in just a few days, he only had a very limited time to be able to do this, and he had to send his own money in first and then he could withdraw after that. He said his previous small withdrawal had been a test to prove to him that withdrawals worked.*

*There were more than enough causes for concern there for Santander to have reasonably uncovered that this was a scam. Its advisor should've known that a genuine scheme would not plausibly give away thousands for free, nor offer 50% returns in just a few days (an annualised return in the billions), nor make customers pay in their own funds to "prove" themselves before withdrawing these "free" funds. These were all key hallmarks of a scam, as was applying time pressure, and it was a common tactic for scammers to allow a small initial withdrawal to lull victims into a false sense of security.*

*But Santander seemingly took these answers at face value. It didn't ask appropriate probing questions, it let the payment go through despite all the causes for concern, and it updated the system such that the next – even larger – payment went through too. I don't find that to have been a reasonable response in these circumstances. I think it should have probed Mr D's obviously concerning answers, and given how many red flags he'd presented so far, it really should've blocked these payments outright.*

*Had Santander blocked the payments, probed Mr D's answers, and provided tailored warnings about all the various hallmarks of a scam that he'd just presented, I think it's most likely that this would've prevented any further loss. Mr D was not an insistent customer, he'd not been significantly coached about dealing with the bank, he was open and honest about significant parts of the scheme, he appears to have already been unsure about the matter, Santander is a well-known name in banking, and Mr D realised it was a scam himself shortly after, having heeded the warnings he found online. So I think it's most likely that appropriate intervention would've stopped the loss at that point.*

*Santander argued that it should not be held liable because the payments went to an account in Mr D's name. But Santander should have fairly and reasonably been on the lookout for potentially fraudulent payments, even if the payments were going to another account in the customer's name. There were prominent scams which involved paying an account in one's own name. And identifying and preventing such scam payments would've still had the effect of preventing a loss to its customer. So Santander could still be held liable for a loss which resulted from its failure to appropriately intervene – which is what I've found to have most likely been the case here.*

*So I currently think that Santander bears some liability for the loss from the fourth payment (of £8,500) onwards.*

*I've also thought carefully about Mr D's role in what happened. I do appreciate that this was a particularly cruel scam where the scammer built rapport with Mr D, and that their platform mimicked a legitimate one. But I'm afraid I think Mr D ought to have had more concerns along the way, and he didn't have a sufficiently reasonable basis to believe what he was being told. He was sending away his savings and partly misleading his bank on the advice of a relative stranger who he'd never met in person. The prospect of getting large amounts of free money if he sent his own money in first was not plausible, and nor were the unrealistic returns on offer. And it seems that a quick internet search about the platform would've revealed existing scam warnings. So I don't think I can fairly hold Santander solely liable for Mr D's loss from the fourth payment on. I think Mr D should also share liability for that loss.*

*Finally, I've considered what Santander did to try to recover Mr D's money after he told Santander about the scam. While Santander did try, unfortunately it wasn't possible for it to recover funds which Mr D had already sent on in crypto. And any funds still remaining in Mr D's genuine crypto account were still available to him, so there was nothing more for the bank to do there. These were transfers to Mr D's own crypto account, so they were not covered by schemes like the CRM code or ASR rules. And I'm afraid there was nothing more that Santander could've reasonably done to get the money back after the fact in this case.*

*Overall, I currently think that Santander bears some liability for loss from the fourth payment onwards, and it should settle the complaint in the way I've outlined below.*

I said I'd consider anything else anyone wanted to give me – so long as I received it by 18 November 2025. I'll talk about the replies below.

### **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.

Santander disagreed with the provisional decision, saying it believed it had acted correctly. But it did not provide any further evidence or arguments to back this up, and the provisional decision set out clearly where Santander did not act correctly. The bank overlooked clear red flags during its call about the fourth payment, and did not respond in a reasonable way, when a reasonable response would've most likely stopped the loss at that point. So I still find that it bears some liability for the loss from the fourth payment (of £8,500) onwards.

Mr D also disagreed with the provisional decision, arguing that he should get a full refund.

Mr D pointed out that some of the transactions were unusual for his account, and said the bank failed to properly intervene and avoid foreseeable harm. But in the provisional decision, I already noted that both sides accepted Santander should've intervened here, and that it did intervene, more than once. I noted that at the point of the fourth payment, Santander were given enough cause for concern that reasonable intervention should've uncovered the scam. So that was already covered. I've not found that Santander were liable for the spending before that point. The starting position in law is that Mr D was liable for his own payments and Santander was expected to process the payments he told it to. And before the fourth payment, the spending was much smaller, it didn't yet form as suspicious a pattern, and Mr D hadn't yet given the bank the red flags that he did in the call about the fourth payment.

I should also explain that Santander's error in that call doesn't automatically mean it's liable for 100% of the loss. We're not here to punish banks, but to assess cases impartially. So in this case between Mr D and Santander, that means assessing not just Santander's actions, but Mr D's too, to fairly decide how much each side is liable for.

Mr D felt it wasn't fair to say that he could've uncovered the scam with a quick internet search, as the platform mimicked a genuine one. Again, the provisional decision already took account of how the scammer's platform mimicked a genuine one. But looking at what a search for the platform or URL would've likely shown at the time, it looks like it would've revealed existing warnings that this was a scam. Indeed, Mr D said that was how he realised he'd been scammed. And he should've looked into the platform to a reasonable extent before investing.

But even if I were to set that point aside, I'm afraid I'd still find that Mr D ought to have had more concerns along the way, and he didn't have a sufficiently reasonable basis to believe what he was being told. He was sending away his savings and partly misleading his bank on the advice of a relative stranger who he'd never met in person. The prospect of getting large amounts of free money if he sent his own money in first was remarkably implausible, and the returns on offer were also exceptionally unrealistic.

So in this case, I can't fairly hold Santander solely liable for Mr D's loss from the fourth payment onwards. I still find that Mr D should also share liability for that loss.

Mr D also pointed out that had Santander stopped the fourth payment, it would've prevented the loss from the fifth payment. But again, I already took account of that in the provisional decision. I said I thought it was most likely that appropriate intervention would've stopped the loss at the point of the fourth payment, and so Santander bore some liability for the loss from the fourth payment onwards. "Onwards" means including the spending which followed after.

So having reconsidered the case, I've come to the same conclusion as before.

### **Putting things right**

I direct Santander UK Plc to:

- Refund 50% of the loss from the £8,500 payment onwards; and-
- Add simple interest at the rate of 8% simple per year onto the refund, payable from the date each partially-reimbursed payment debited until the date of the refund.

If Santander considers that it's required by HM Revenue & Customs (HMRC) to deduct tax from that simple interest, it should tell Mr D how much tax it's taken off. It should also give Mr D a tax deduction certificate if he asks for one. Mr D may be able to reclaim the tax from HMRC if he doesn't normally pay tax.

## **My final decision**

I uphold Mr D's complaint in part, and direct Santander UK Plc to put things right in the way I set out above.

This final decision marks the end of our service's consideration of the case.

If Mr D accepts the final decision, Santander UK Plc must carry out the redress within 28 days of the date our service notifies it of the acceptance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 16 December 2025.

Adam Charles  
**Ombudsman**