

## **Complaint**

Mr P is unhappy that Santander UK Plc didn't reimburse him after he reported falling victim to a scam.

## **Background**

The background to this case is well known to the parties, so I don't intend to set it out in full here. Instead, I'll provide a brief summary of the key facts.

Mr P met a woman on an online dating website. I'll refer to her as M. After exchanging messages with her, the conversation moved on to WhatsApp. Communications were extensive and, a relationship was developing between the two. I understand that they did meet face-to-face on three occasions.

After a short while, M asked Mr P for financial support. She claimed her work bank account had been frozen and so she couldn't access her own money. He agreed to send money to cover her daily expenses. She later claimed that there was a legal case relating to her attempts to unfreeze her account. Mr P agreed to make payments that he was told were in connection with her legal costs. She promised she would repay him when she regained access to her account and so over a three-month period in 2023, Mr P transferred around £42,000.

M's demands of Mr P became increasingly unrealistic and so he said he wouldn't provide any more financial support to her. She stopped contact with him and Mr P determined that he must have fallen victim to a scam. He notified Santander but it didn't agree to refund him. It said that it thought this was really a private civil dispute, rather than an authorised push payment (APP) scam.

Mr P wasn't happy with that response and so he referred his complaint to this service. It was looked at by an Investigator who didn't uphold it. Mr P disagreed with the Investigator's opinion and so the complaint has been passed to me to consider and come to a final decision.

## **Findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

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 (in this case, the 2017 regulations) and the terms and conditions of the customer's account. However, that isn't the end of the story. Santander was a signatory to the Lending Standards Board's Contingent Reimbursement Model Code (CRM Code). Under the CRM Code, firms are expected to reimburse customers who fall victim to authorised push payment (APP) scams in most circumstances, subject to several exceptions.

In addition to that, good industry practice required that Santander be on the lookout for account activity or payments that were unusual or out of character to the extent that they might indicate a fraud risk. On spotting such a payment, I'd expect it to take steps to protect their customer. That might be as simple as providing a written warning as part of the

payment process or it might extend to making contact with the customer to establish the circumstances surrounding the payment.

These obligations are, however, not engaged unless I am satisfied that Mr P did in fact fall victim to a scam. Under section DS1(2)(a) of the CRM Code, an authorised push payment (APP) scam is defined as a situation where:

- (i) The customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or
- (ii) The customer transferred funds to another person for what they believed were legitimate purposes, but which were in fact fraudulent.

Further, DS2(2)(b) of the CRM Code states that the Code does not apply to:

*“private civil disputes, such as where a customer has paid a legitimate supplier for goods, services or digital content but has not received them, they are defective in some way, or the customer is otherwise dissatisfied with the supplier.”*

So, I have to be satisfied that the purpose for which Mr P made the payments differed from the purpose for which M obtained them, and that this difference arose due to dishonesty or deception on the part of M

I accept that this is a finely balanced case, but I find that the weight of the evidence suggests that he wasn't the victim of an APP scam as defined above. There were many payments made during those months and it's not straightforward from the available evidence to ascertain what the purpose of each payment was. It's hard, therefore, to make a finding that Mr P's funds weren't being used for the intended purpose. I don't know if the stories she gave him to justify needing more money were legitimate, entirely fabricated or exaggerated and there's every possibility that M took advantage of his generosity. However, I'm not persuaded that means I can make a finding that he was the victim of an APP scam.

Mr P's representative has suggested that the fact that M used the "disappearing messages" feature on WhatsApp as indicating fraudulent intent. However, there are many reasons why someone might use that feature, so I don't think it's particularly strong evidence to support the claim that this was a scam.

I'm mindful that the receiving bank (the bank that operated M's account) hadn't received any other allegations of fraud. While it isn't determinative, if M was a genuine fraudster, it would be unusual for Mr P to be the only victim. The fact that they met in person also makes it less likely that this was a typical scam. It would be unusual for a scammer to meet the victim, given that it would expose them to risk of detection.

It's also significant that no further action has been taken by the police. Mr P's representatives have said that the police took his complaint seriously, regarded what had happened as a scam but *“explained that no arrest was made as the matter was considered non-domestic.”*

I don't think this is correct, or at least it isn't supported by the evidence they've submitted. I've seen a copy of a memo that I understand was given to Mr P by a police officer. It includes a reference number but written on it are the words *“Non crime domestic.”* A non-crime domestic incident is a report to the police regarding behaviour between connected persons (partners, ex-partners, family members etc) that doesn't meet the legal threshold for a criminal offence. That suggests that the interpretation of events by the police is consistent with this being a private civil dispute, rather than a scam.

I don't say any of this to downplay what Mr P has been through here. The picture that is painted by Mr P's evidence is one of M acting opportunistically and exploiting his generosity. That behaviour isn't defensible and nothing I've said here should be taken as an indication to the contrary. However, my role is to look at the actions and inactions of the bank. In this instance, it concluded that this wasn't an APP scam and I think that conclusion was a

reasonable one. As a result, while I know this will be greatly disappointing for Mr P, I can't uphold this complaint.

**Final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 March 2026.

James Kimmitt  
**Ombudsman**