

The complaint

Mr O complains that Santander UK Plc didn't take adequate steps to protect him from a sophisticated job scam. He wants the money he lost refunded along with 8% interest and £300 compensation.

Mr O is represented by a third party but for ease of reference I have referred to Mr O throughout this decision.

What happened

Mr O was unexpectedly contacted through a messaging app about a job opportunity. While he wasn't seeking extra work the opportunity to earn additional money was appealing. Mr O was asked to pay £100 to participate in a training day where he completed sets of tasks. He was then persuaded to make further payments which he initially thought was part of the normal process. He made several payments of increasing amounts believing that he was involved in a legitimate job. However, when he tried to withdraw his earnings, he was told he would need to pay a further large amount. He was unable to do this and tried over the following months to withdraw his money with no success.

Mr O believes that Santander should have intervened in the payments as they were out of character. Had this happened he believes the scam would have been identified and his losses prevented.

Santander said that as the payments had been authorised by Mr O through a card payment it was unable to refund these.

Mr o referred his complaint to this service.

While our investigator recognised that Mr O had been the victim of a scam and had lost money because of this, they didn't think that Santander was required to provide a refund. They didn't think the payments Mr O made were of a high enough value or presented a pattern of behaviour which meant Santander should have intervened. They noted the payments were made by debit card and so the relevant recovery process would be a chargeback. However, they explained that chargeback rules don't cover scams and that based on when Mr O's claim was raised, it would have been outside of the chargeback timeframe

Mr O didn't accept our investigator's view. He said that Santander should have identified the payments as unusual as they were made to an entity associated with cryptocurrency trading and he had no history with payments for cryptocurrency. He said there should have been some tailored warnings given where the money was being sent. He said that given the escalating value of the payments, that they were out-of-character, and that the high-risk recipient, Santander should have intervened before allowing the payment to be processed.

Our investigator responded to Mr O's comments but as their view didn't change, and a resolution hasn't been agreed, this complaint has been passed to me, an ombudsman, to issue a 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.

I am sorry to hear that Mr O has been the victim of a scam. I do not underestimate the financial and emotional impact this will have had. However, my role is to assess whether, based on the evidence available, Santander did something wrong or should have done more to protect Mr O from the scam.

The following payments had been identified as part of the scam.

Payment	Date	Amount	Type
1	12 August 2023	£457.81	Debit card
2	12 August 2023	£1,152.65	Debit card
3	15 August 2023	£200	Debit card
4	15 August 2023	£2,300	Debit card
5	24 August 2023	£2,102.28	Debit card
6	28 August 2023	£1,641.60	Debit card

Mr O authorised the payments and under the Payment Service Regulations 2017, the starting point is that he is liable for the payments he authorised. However, Santander should have systems in place to look out for out of character or unusual transactions, or other signs that might indicate that its customers are at risk of fraud.

Mr O was an existing Santander customer and so Santander had access to his account history. I have looked through this and can see he used his account for general spending and regular costs. Some of these regular payments were for hundreds of pounds. Therefore, I do not think the initial payment was of a value that should have been identified by Santander as unusual. Mr O made a second larger payment on the same day, but the combined value wasn't at a level where I think that Santander should have identified that Mr O may be at risk of financial harm such that intervention was needed.

Mr O didn't make a further payment until three days later. While this wasn't a long break, it also doesn't show a pattern of rapid consecutive payments which could be an indicator that a consumer was being pressured to make payments. The third payment was for £200 which I wouldn't expect to raise concerns. While the next payment on the same day was for a larger amount, I do not find the escalation at this stage, or the combined value of the payments on the day, was such that Santander was required to intervene.

There was then a break of around nine days before a further payment, with a value lower than the previous payment, was made. Then a further break of around four days before another payment, again of a lower value, was made. I do not think this payment pattern was such that Santander should have flagged that Mr O might be at a heightened risk of financial harm.

The payments were made to an account in Mr O's name and by debit card and so the

Contingent Reimbursement Model (CRM) code doesn't apply in this case. The relevant recovery approach would be for a chargeback to be raised. However, as our investigator explained, this is a voluntary scheme, and based on when the claim was raised with Santander, the chargeback would have been out of time.

While I know my decision will be disappointing for Mr O, in this case, I do not find I can say that Santander should have done more in response to Mr O's payments. Therefore, I am not upholding this complaint.

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 Mr O to accept or reject my decision before 25 May 2026.

Jane Archer
Ombudsman