

## **The complaint**

Mr and Mrs B, who are represented, complain that Santander UK Plc won't reimburse them money they lost to fraud.

## **What happened**

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

Mr and Mrs B came across an advertisement on social media, promoting an investment opportunity through a trading platform. They reached out and were introduced to representatives of that platform.

Mr and Mrs B were eventually persuaded to invest and began sending money from their Santander account to the firm, via accounts held in their name elsewhere, for the purpose of investing.

After seeing significant returns on their online platform account, Mr and Mrs B attempted to withdraw their funds. They were blocked from doing so and provided numerous excuses as to why further fees and charges would need to be paid prior to the release.

Mr and Mrs B complied with these requests. But eventually, after requests continued, discovered they'd been a victim of fraud. They therefore reported the matter to Santander asking it to reimburse their loss. But Santander didn't find it was liable for the loss and so declined their claim.

Unhappy with that response, Mr and Mrs B's complaint was referred to our service for an independent review. An Investigator considered the evidence available and found Santander ought to have done more than it did. They therefore recommended a partial reimbursement of the loss. But Santander didn't agree with that assessment, so the matter was passed to me to decide.

On 14 April 2026, I issued the following provisional findings to both parties for consideration:

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

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

There is no dispute here that Mr and Mrs B authorised the transactions in question. And the starting position in law is that they will be held liable for transactions that are authorised in the first instance. That is due to Santander's primary obligation to process payments in line with its customer's instructions, as set out in the Payment Services Regulations 2017.

However, taking into account the above considerations, Santander ought reasonably to have

been on the lookout for any transactions that would indicate Mr and Mrs B were at risk of financial harm from fraud. And where it identifies a risk, it ought reasonably to intervene in that payment, ascertain the purpose of it, and provide warnings relevant and proportionate to the risk presented.

There is no dispute in this case that Santander ought to have intervened in the payments made, as it did in fact identify a risk, pause several payments and asked Mr and Mrs B a series of questions to ascertain the purpose of the payments being made. What is in dispute is whether these interventions went far enough, and if not, whether any further interventions would have prevented Mr and Mrs B from making any further payments toward the fraud.

Santander contacted Mr and Mrs B when they attempted to make a £19,999 payment to an account held in their name with another payment service provider on 17 September 2024. Within that call, a representative of Santander attempted to establish the purpose of the payment. Unfortunately, Mr and Mrs B had been subjected to extensive coaching regarding how they should respond to such interventions and were dishonest in their answers to Santander. When asked about the reason why they were authorising the payment, Mrs B told the representative that she was investing in a savings account with that payment service provider.

The representative immediately began telling Mrs B that they had seen a number of frauds whereby an investment broker advises that customers move their money through other accounts in their name promising high yield returns on crypto assets and requesting that loans be taken out to fund these. Mrs B responded to that warning confidently denying that those circumstances were relevant to her, even telling the representative that she was “*too scared*” to invest in crypto assets. The representative then went on to tell Mrs B that fraudsters will ask her to lie to the bank, which Mrs B denied was the case.

It is clear that despite listing a number of methods in which fraudsters use to extract funds from victims that were relevant to Mr and Mrs B’s circumstances, this didn’t seem to prompt them to reveal the true nature of the payment or the circumstances which led to them making it. I can also see that after the call took place Mrs B messaged the fraudster stating that it was hard to listen to because the representative had “*pretty much summarised our situation with you guys!*”. It is clear from this that the fraudsters had exerted significant control and trust over Mr and Mrs B, to the extent that they were willing to believe the fraudsters over their own bank’s warnings.

A further call took place when Mr and Mrs B attempted to make a further £11,000 payment to an account held with another provider in their name on 24 September 2024. Again, Mrs B was asked the purpose of the payment, and she misled the bank stating it was being sent for exchange to a foreign currency for future travel. The representative did challenge this response, asking a number of follow-up questions. But Mrs B’s responses shifted to them potentially buying a second home when abroad along with travel expenses. Mrs B also challenged the representative on why they were asking so many questions about their own funds being moved to another account in their name. She provided reassurance that she could understand why they were concerned but there was nothing to be concerned about.

While the responses provided were at times uncertain, Mrs B was able to confidently and reassuringly answer questions given to her. And as she did not reveal the true purpose of the payments being made, the representative was only able to take their line of questioning so far before no other proportionate probing could reasonably have been expected.

At the end of this call, the representative provided warnings proportionate to the risk presented. He asked Mrs B if she had any third parties assisting her with investments and she responded that she did not. The representative then told Mrs B that this was the most

common type of fraud that they see where money is being sent from one account to another and provided common features of such frauds, such as being pressured to send money to another account for crypto asset investments and being asked to lie to the bank. Mrs B continued to maintain her testimony despite these warnings and denied that she was moving money on to investments.

This was the second occasion that Santander had attempted to ascertain the true purpose of the payment being made. And despite that not being revealed on both occasions, Santander warned Mr and Mrs B regarding the specific fraud they were a victim of. But due to the social engineering that both Mr and Mrs B had been subjected to, they trusted the fraudsters over the advice being provided by their bank. And I find that compelling when deciding whether Santander could have broken the spell in this case.

Our Investigator in their assessment has set out that they believe Santander ought to have asked Mr and Mrs B to attend a branch of Santander and provide evidence of the account they were sending money to. They have suggested that this would have revealed the fraud, but I don't agree. Even were I to have agreed that Santander should have requested further evidence, it is difficult to conclude what would have occurred had this been done, as Mr and Mrs B were reverting to the fraudsters for advice on what to say and do prior to interventions. But even were it to have been revealed that money was being sent to crypto asset firms from those accounts, I would have expected Santander to have provided warnings relevant to the risk presented. And considering it had already provided warnings covering frauds that occur via crypto asset investments on two separate occasions, I fail to see how any further warnings covering the same issue would have been more successful than previous ones.

Overall, having reviewed the messages between Mr and Mrs B and the fraudsters, along with reviewing the telephone calls between Mrs B and Santander, I'm not persuaded that Santander could have prevented any further payments to the fraudsters in this case. It is clear that no matter the actions Santander took, or ought to have taken, that Mr and Mrs B were so entrenched in the release of their money from the investment that they would have done all they could have done to forward money on to the fraudsters. And despite warnings specific to the circumstances they found themselves in, Mr and Mrs B reverted to the fraudsters for advice and took their reassurances over the warnings provided by the bank.

I am sorry to hear of the significant impact this fraud has had on Mr and Mrs B and their family. It is clear that they have lost a significant sum of money and I am sympathetic to how this has affected them. But I can only find Santander liable for that loss where it has failed to identify significant risk and provide appropriate warnings. Here, Santander appropriately and proportionately intervened in payments and provided relevant warnings on more than one occasion. But due to the trust and rapport that had been built up between Mr and Mrs B and the fraudsters, those were unfortunately futile. It would therefore be unreasonable to hold Santander liable for the loss suffered here."

Both parties were given until 28 April 2026 to provide any further comment. As that deadline has now passed, I'm able to issue my final 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.

Santander didn't provide any further comment in response to my provisional assessment. But Mr and Mrs B's representatives disagreed for the following reasons:

- Banking Protocol ought to have been invoked had Mr and Mrs B been asked to

- attend branch and provide evidence.
- Banking Protocol would have revealed and prevented the fraud from continuing.

I have considered Mr and Mrs B's submissions carefully, but they have not persuaded me to depart from the findings I have set out in my provisional assessment.

A key consideration in this case is the extensive coaching and manipulation that Mr and Mrs B had been subjected to. And it is clear that this was so successful that Mr and Mrs B were willing to follow the advice of the fraudsters over that of their bank. It is therefore reasonable to conclude that had Mr and Mrs B been asked to attend a branch with evidence, that they likely would have been well prepared by the fraudster for this visit.

Even were I to accept that attendance at branch would have uncovered the true purpose of the payments, which I am not entirely convinced of, it is likely that Mr and Mrs B would have provided reassurances that they were not being defrauded, as they did in calls where specific warnings were provided in relation to investment fraud.

Invocation of the Banking Protocol would have been unlikely in these circumstances. The purpose of the Banking Protocol is to safeguard customers who are at risk, when in branch, from immediate risk of financial harm or where there are suspicions that the customer is being coerced by a suspect that might be nearby. It is not appropriate to invoke Banking Protocol in all cases where there are irregularities with a customer's spending and explanation. It must be proportionate to the risks identified and be appropriate for that specific customer.

I am conscious that Mr and Mrs B were not asked to come into branch here, so it is difficult to predict with any certainty what may have occurred had they attended. But concluding that Banking Protocol likely would have been invoked had they attended branch is, in my view, conjecture based on the evidence available.

What I do know is that Mr and Mrs B were firmly under the spell of the fraudsters and therefore likely would have followed their instructions were they to have been coached before attending branch. And I find it likely based on the evidence that they likely would have eluded branch staff, as they had with staff over the telephone. But is unlikely that suspicions would have been so severe that Banking Protocol would have been a proportionate response. I find it more likely that branch staff would have issued warnings related to investment frauds, and it is unlikely that these would have made a difference considering that Mr and Mrs B had already been provided with these previously and proceeded with payments anyway.

Again, I am sorry to disappoint Mr and Mrs B. But it would be unfair to hold Santander liable for a loss they suffered from fraud where it's unlikely it would have been able to successfully prevent it.

### **My final decision**

For the reasons I have given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 29 May 2026.

Stephen Westlake  
**Ombudsman**