

## **The complaint**

Mr M has complained about the actions of Santander UK Plc after he fell victim of an authorised pushed payment (APP) scam.

## **What happened**

The details of the complaint are well known to both parties, so I will not repeat them again here. Instead, I will focus on giving the reasons for my 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.

- Firstly, I understand that Mr M has said he would like his complaint to be considered in light of the Contingent Reimbursement Model (CRM). But Santander are under no obligation to refund the money to Mr M under the CRM Code, as the Code only applies to payments made to another person (which wouldn't have been the case here given the payments were made to Mr M's own WorldRemit account before being moved on to the scammer).
- It's not in dispute that Mr M authorised the disputed payments in question. On each occasion Mr M transferred the funds to his WorldRemit account from his Santander account (where the funds were subsequently transferred on to the scammer). While I accept that Mr M didn't intend for his money to go to the scammer, under the Payment Service Regulations 2017 (PSRs) Mr M is presumed liable for the loss in the first instance as the payments were authorised by him. This is unless there is sufficient evidence that Santander should fairly and reasonably have done more to protect Mr M.
- Santander does have a responsibility to monitor accounts and payments, and one of the reasons for this is to prevent fraud and scams. Santander needs to have systems in place to look out for unusual transactions or other signs that might indicate its consumers are at risk of fraud. With that in mind, I've considered whether Santander should have considered these payments as being sufficiently unusual or uncharacteristic that it ought to have given it sufficient grounds for suspecting fraud.
- Bearing this in mind, I'm satisfied it wouldn't be reasonable to expect Santander's systems to have been triggered by the payments in dispute. I say this because the first payment which was made to Mr M's WorldRemit account was for £301.99 on 30 October 2022. And when considering Mr M's previous spending on the account I am satisfied this wasn't remarkably large or significantly uncharacteristic of Mr M's usual spending.
- I accept this wasn't the only payment Mr M made. When considering the other payments in dispute, the highest amount transferred was £440 on 17 November 2022. Again, when considering Mr M's previous expenditure this transaction wasn't remarkably large or significantly uncharacteristic of Mr M's usual spending.

- I have also considered that Mr M feels Santander ought to have realised that on 30 October 2022 it was Mr M's first transfer to WorldRemit from his Santander account. As such he feels it ought to have intervened. But this account was in Mr M's name. Therefore, there were no suspicious circumstances surrounding this either.
- Consequently, I don't think Santander could reasonably have known that these payments were subject of a scam. I have to bear in mind that if banks such as Santander were to be expected to intervene with every payment of a similar size to the ones being disputed here - and to an account in a consumers own name - it could risk grinding the banking system to a halt.
- For the reasons I have explained above, I am satisfied that the amounts disputed were not remarkably large or significantly uncharacteristic of Mr M's pattern of behaviour from his Santander account. Consequently, I don't think Santander could reasonably have known that these payments were subject of a scam. The payments were not significant enough to have triggered its systems; nor were there sufficient grounds to justify delaying the payments.
- I have gone on to consider if Santander took reasonable steps to try and recover the funds. It's important to note that Mr M didn't ask Santander to send the money directly to the scammers but instead to an account in his name. So, I am persuaded that it was highly unlikely that Santander would be able to facilitate the recovery of the payments after they were moved on from Mr M's WorldRemit account to the scammers. So, I don't think I can hold Santander responsible for Mr M being unable to recover his funds.

All things considered, and despite my natural empathy for this cruel scam and the situation Mr M finds himself in having lost his money, I'm not persuaded Santander taking different actions would have prevented the payments being made, or the loss that ensued, for the reasons I have explained. It follows that I do not consider it fair or reasonable to require Santander to do anything beyond what it has already done for this complaint.

### **My final decision**

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 M to accept or reject my decision before 17 November 2023.

Jade Rowe  
**Ombudsman**