

The complaint

Miss B complains Starling Bank Limited (“Starling”) hasn’t refunded fund she lost as the result of a scam.

What happened

Both parties are familiar with the circumstances of the complaint, so I’ll only summarise the key details here.

Miss B said she received an unexpected text message regarding a job opportunity working remotely for a well-known company reviewing hotels to boost their online profiles. Miss B explained she understood she would complete tasks and she’d have to pay for them. She’d receive a return when the task was completed and there were various bonuses, for example if her review received a ‘like’.

Miss B stated she successfully completed a set of 30 tasks as a training course and was able to make a withdrawal after this. She said this gave the job legitimacy. Miss B explained when completing her second set of tasks she was given a ‘super order’ which resulted in a ‘negative balance’, and she was required to deposit further funds before a withdrawal could be made which would be refunded to her. Miss B said the scammer then told her that her account was frozen and another deposit of 50% of her current balance was needed to resolve the issue. Again, she was told this fee would be refunded.

She explained as things progressed, she was given further super orders and asked to pay more fees to be able to withdraw her funds, until she had no more money to pay and the withdrawals still weren’t possible. This is when she realised, she had been scammed.

Miss B complained to Starling, and it didn’t uphold her disputed payments claim but did offer £100 for a delay in considering the complaint. Unhappy with Starling’s response, Miss B raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn’t uphold it.

As an agreement could not be reached, the complaint has been passed to me for a 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.

Miss B has raised other complaints with us related to this scam which I am aware of, where necessary I’ll comment on evidence provided on those complaints which is relevant to Miss B’s complaint against Starling.

I’m aware that I’ve summarised this complaint briefly, in less detail than has been provided, and in my own words. No courtesy is intended by this. Instead, I’ve focused on what I think is the heart of the matter here. If there’s something I’ve not mentioned, it isn’t because

I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm sorry that Miss B has been the victim of a scam. I realise she's lost a significant sum of money, and I don't underestimate the impact this has had on her at an already difficult time. However, just because a scam has occurred, it doesn't mean she is automatically entitled to recompense by Starling. It would only be fair for me to tell Starling to reimburse Miss B for her loss (or a portion of it) if I thought Starling ought reasonably to have prevented all, or some, of the payments she made, or if I believed Starling hindered the recovery of the payments she made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

In broad terms, the starting position at law is Starling are expected to process payments and withdrawals that a customer authorises it to make. I appreciate that Miss B didn't intend for her money to end up in the hands of a scammer but as she authorised the payments in question here under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance. However, there are some situations when Starling should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time - Starling should fairly and reasonably:

- Have been monitoring accounts to counter various risks, including preventing fraud and scams.
- Have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which payment service providers are generally more familiar with than the average customer.
- In some circumstances, take additional steps, or make additional checks, before processing a payment, or in some cases decline it altogether, to help protect customers from the possibility of financial harm from fraud.
- Have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so.

So, I've thought about whether the transactions should have highlighted to Starling that Miss B might be at a heightened risk of financial harm from fraud.

When considering the payments individually and in combination I don't think they ought to have concerned Starling or suggested that Miss B was at a potential risk of financial harm from fraud. The values of the payments weren't significant, and they were sufficiently spaced out over several days, and where payments were made on the same day they had a low value when combined. So, I don't think the payments were suspicious in nature to suggest to Starling that Miss B was at a heightened risk of financial harm from fraud. I also can't see that Starling was aware of Miss B's circumstances such that it could have acted differently, nor do I think the transactions suggested a customer vulnerability. I therefore don't think it was unreasonable for Starling to process the payments in-line with her payment instructions.

Although I don't think the payments suggested Miss B was at risk of financial harm from fraud such that Starling ought to have intervened, Starling told us it did for two of the payments, so I'll comment on those interventions.

Starling said when customers made a payment to a new payee it displayed a warning asking if the payment could be part of a scam, that customers should verify who they are sending money to and that a fraudster may tell customers to ignore warnings. It gave contact details and a link to information that highlighted current scams.

In addition to this, when Miss B made a transaction for £900 Starling held the payment and asked Miss B some questions to establish the circumstances around the payment. In summary Starling said to be wary of anyone guiding her through the questions and that it wouldn't ask her to move funds to keep them safe. Starling asked Miss B for the purpose of the payment, and she selected 'Paying a family member or friend' which we know wasn't the case. That she was paying them back, had met the person, had paid them before and they received the payment, that they've not asked for the money unexpectedly or urgently. She was then provided further scam warnings, and it gave a number to call if Miss B wasn't sure the payment was genuine. Miss B proceeded to make the payment.

A firm's intervention relies on accurate answers from a customer and when that doesn't happen, as is the case here, it can impact the actions a firm takes.

When Miss B made a payment for £1,968 Starling displayed a warning that it considered the payment to be high risk and a possible scam. It gave a number to call Starling on, a link to tips for avoiding scams, the option to review the payment and to cancel it. Starling noted if the payment turns out to be a scam Starling can't guarantee she'd get her money back. Again, it gave a number to call and option to cancel the payment. Miss B proceeded with the payment.

I find Starling's interventions were proportionate and it was reasonable for it to process the payments in line with Miss B's instructions to do so. And in any event, I'm not persuaded that any intervention from Starling would have prevented Miss B from making the payments. The communications between Miss B and the scammer show she was coached on how to answer interventions and told to share screenshots of the questions asked. Miss B's testimony to us is clear that she was under the scammer's spell and was doing as they had asked. So I think, on balance, Miss B would more likely than not have sought guidance from the scammer on what to say and such coaching is difficult to counteract. Therefore I don't think it would be fair or reasonable to hold Starling liable for the losses Miss B suffered.

I've also thought about the Contingent Reimbursement Model which Starling is a voluntary signatory of. The code isn't relevant here as it doesn't apply to payments made to an account in a customer's name or for the purchase of cryptocurrency.

I've thought about whether there's anything else Starling could have done to help Miss B — including if it took the steps it should have once it was aware that the payments were the result of fraud.

Scammers typically move funds on quickly to avoid having them returned to their victims. Given the time between the payments being made and Miss B contacting Starling, I don't think there was any prospect of successful recovery of her funds.

After the debit card payment was made, the only potential avenue for recovery of the payment would have been through the chargeback scheme. The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. Starling is bound by the card scheme provider's chargeback rules. Whilst there

is no 'right' to a chargeback, I consider it to be good practice that a chargeback be raised if there is a reasonable chance of it succeeding. But a chargeback can only be made within the scheme rules, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid, and potentially succeed. Time limits also apply. Unfortunately, the chargeback rules don't cover scams.

Starling said when it received Miss B's complaint via us, it was sent to the wrong department in error which delayed its consideration of the matter. It offered Miss B £100 compensation for this mistake. I can't see that the delay made a difference to the outcome of her claim, so I think it's a reasonable award in the circumstances.

I'm sorry to disappoint Miss B further, but I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Starling needs to refund her money or pay any additional compensation. I realise this means she's out of pocket and I'm really sorry she's lost this money. However, for the reasons I've explained, I don't think I can reasonably hold Starling liable for her losses.

My final decision

Starling Bank Limited has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that Starling Bank Limited should pay £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 16 January 2026.

Charlotte Mulvihill
Ombudsman