

## The complaint

Mr P complains that Santander UK Plc ('Santander') won't refund the money he lost to a job scam.

He's being represented in this complaint. To keep things simple, I'll refer to Mr P throughout this decision.

## What happened

The background to this complaint is known to both parties. I won't repeat all the details here.

In summary, Mr P says he was contacted on his messaging *app* by a recruiter offering an online job opportunity at a company (I'll call 'X'). The contact wasn't unexpected as he'd been seeking employment. And when he checked online, he saw that positive reviews had been posted about X. Unfortunately, he later discovered he'd connected with a scammer.

For the job itself, it was explained he'd be buying and selling random products online. And that he'd make some profit on top after completing sets of 'tasks' he was assigned. As part of the process, he was required to deposit his own money to fund his 'work' account.

These funds were paid in cryptocurrency which he bought either by sending funds from Santander to his account with a crypto-exchange (I'll call 'K') or by first sending funds to his account with another bank (I'll call 'M') and then sending funds on to buy cryptocurrency from there. It was the cryptocurrency that was sent and lost to the scam.

He realised he'd been scammed when he was no longer able to withdraw his funds and was repeatedly asked to pay more for that to happen. By that time, over £20,000 had been sent as part of the scam in a series of payments during September and October 2022.

A complaint was raised and referred to our Service. Our investigator considered it and didn't uphold it. In brief, she didn't think any of the disputed payments ought to have flagged as particularly concerning such that Santander ought to have intervened.

As the matter couldn't be resolved informally, it's been passed to me to decide.

## 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.

Having done so, I agree with the investigator's conclusions for the following reasons:

- It's not in dispute Mr P was scammed and I'm sorry about the impact that the whole experience has had on him. It's also not in dispute he authorised the payments from his Santander account. So Mr P is presumed liable for his losses in the first instance. And as the Supreme Court reiterated in *Philipp v Barclays Bank UK PLC*, banks generally have a contractual duty to make payments in compliance with the customer's instructions.

- There are some situations where I consider that a firm (like Santander) taking into account relevant rules, codes and best practice, should reasonably have taken a closer look at the circumstances of a payment – if, for example, it's particularly suspicious. But I'm not persuaded there was enough about the disputed payments here for me to find it should have stepped in on concerns that Mr P was at a heightened risk of financial harm.
- Like the Investigator, I don't think the payments ought to have appeared as particularly concerning considering Mr P's payment history. I'm mindful that the transfers were to an established payee – an account Mr P held with M, which he'd paid many times before, and not for insignificant amounts. And while Mr P has pointed to an increase in spending when the payments came about, I'm still not convinced there came a point that the payment values or any change in activity had become so unusual or suspicious, to the extent that Santander ought to have intervened.
- I've thought about the comments around the card payments made directly to K. I realise that scams involving cryptocurrency have progressively increased over time. But I think it was reasonable, at the time these were made, for Santander to have taken account of a range of factors in deciding if to intervene. I'm again not persuaded these should have triggered, considering their values, who they were made to, and when they were made.
- I also don't consider the fact that a warning had been published about K means that Santander should have automatically blocked those payments or that a proportionate response would have been for it to have intervened by finding out more from Mr P about the circumstances. I'll add that, even if I were to find Santander should have intervened to warn about K, I wouldn't have expected it to have gone beyond the content of what had been published about it. And I don't think a warning that K was, for example, unregulated, would have likely stopped Mr P from making payments to what he thought was a genuine job opportunity with X. As referred to by the Investigator, there's no suggestion that K was the scam merchant Mr P was involved with.

I'm again sorry Mr P was the victim of a scam. I can understand why he wants to do all he can to recover his money. But I can only hold Santander responsible for his losses if I'm satisfied it missed an opportunity to prevent them. For the reasons I've given, I don't think that it did. And, in terms of recovery, I'm satisfied there was little it could have done. For the transfers to M, we know the funds had been sent to the scammer by the time the scam was reported. For the card payments, the Investigator said that the time limit for a chargeback wasn't met. I think it's unlikely such a claim would have been successful, given also there's no dispute Mr P received the cryptocurrency as intended before it was lost to the scam.

### **My final decision**

For the reasons I've given, 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 22 July 2025.

Thomas Cardia  
**Ombudsman**