

The complaint

Mr N complains that Santander UK Plc won't refund the full amount of money he lost to a scam.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr N complains that he sent several payments to what he thought was a legitimate cryptocurrency investment. When Mr N didn't get his money back, he raised a complaint with Santander.

Santander looked into the complaint but didn't uphold it. Mr N remained unhappy, so he brought his complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator didn't think the payments were of a value that would have triggered Santander's automatic payment checking system. She also didn't think Santander could have recovered the money Mr N lost.

As Mr N didn't agree with the investigator's view, the complaint has 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.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the significant part here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. 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.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Santander is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams. However, there are many payments made by customers each day and it's not realistic or reasonable to expect a bank

to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments.

Having considered the size of the individual payments, I'm satisfied they were not of a value or remarkable enough to have triggered Santander's payment checking process. The first two payments were going to an identifiable cryptocurrency exchange but were not of a value I think ought to have concerned Santander.

The remaining payments were going to another account Mr N held with a third-party bank. The payments were relatively spread out and although they did increase towards the end of the scam, by this point the payments were going to an account that was an established payee - and still didn't reach an amount that should have triggered Santander's automatic checking systems.

So, I don't find Santander did anything wrong when it didn't stop Mr N's payments.

Having said that, even if the payments did reach a value that I think ought to have triggered an intervention (and for the avoidance of doubt I don't think they did), for largely the same reasons as the investigator I'm not convinced it would have prevented them from being made. I've explained in more detail in Mr N's other linked decision why.

As the payments went to cryptocurrency wallets and bank accounts in Mr N's own name, no recovery would have been possible. If any money remained in those accounts, Mr N could have transferred it back himself.

Whilst Mr N has undoubtedly been the victim of a cruel scam, I don't find there were any failings on Santander's part that would lead me to uphold 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 N to accept or reject my decision before 27 November 2025.

Tom Wagstaff
Ombudsman