

The complaint

Mr T complains that Santander UK Plc (“Santander”) didn’t do enough to protect him when he fell victim to a scam.

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, while I’m sorry that Mr T has been the victim of a cruel scam, I agree with the conclusions reached by the investigator for these reasons:

The Contingent Reimbursement Model (CRM) Code doesn’t apply to all transactions made on a customer’s account. Importantly, it doesn’t apply to the transactions Mr T made. The CRM Code only covers faster payments made to an account under the control of a scammer. These were card payments and were made to a legitimate cryptocurrency exchange into an account controlled by Mr T in his own name, from where he then transferred the purchased cryptocurrency onto the fake trading platform.

It’s not in dispute that the funds were lost to a scam. It’s also not in dispute that Mr T authorised the two card payments from his Santander account, albeit not realising he was being scammed. So, the starting position – in line with the Payment Services Regulations 2017 – is that he’s liable for the transactions.

However, there are circumstances where it might be appropriate for Santander, to take additional steps or make additional checks before processing a payment to help protect its customers from the possibility of financial harm from fraud. And this might be where payments are significantly unusual or uncharacteristic when compared with the normal use of the account. In such circumstances, it might be reasonable to expect Santander to intervene and ask some questions about the intended transaction before processing.

Whilst banks have obligations to be alert to fraud and scams and to act in their customers’ best interests, they can’t reasonably be involved in transactions like the ones Mr T made.

I’ve thought about the payments themselves £700 and £100 (made six days apart). This is a substantial amount to Mr T, and forms part of a larger amount lost. But I don’t consider these sums to be significant enough to have stood out to Santander to the extent it should have prompted warnings or further checks before the payments were made.

At the time, Santander wouldn’t have known Mr T was making payments towards a scam – particularly as the payments were made to a legitimate cryptocurrency provider. It’s only now, with the benefit of hindsight, that we know the payment was being made as the result of a scam. I don’t think there was anything that Santander should have identified as being inherently suspicious at the time. So, I don’t think Santander should have identified the payments as suspicious enough to warrant further checks.

I’ve also thought about whether Santander could have done more to help Mr T to

recover the funds once it was made aware of the scam, but I don't think it could. A chargeback wouldn't have been successful here as the payment went to a legitimate cryptocurrency provider which carried out the service it was required to. So, I don't think Santander could reasonably have done more to recover the funds.

So, while I'm very sorry about Mr T's loss, I don't think it was caused by a failing on Santander's part.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 March 2026.

Kathryn Milne
Ombudsman