

## **The complaint**

Miss R is complaining that Santander UK Plc didn't do enough to prevent her from making a payment to a scam.

## **What happened**

The circumstances of the complaint are known to both parties so I'll only summarise them briefly here.

In late 2024 Miss R fell victim to a task-based job scam after receiving a message about a job opportunity.

On 14 November 2024 Miss R made a payment of £4,987.28 to a cryptocurrency exchange from her account with Santander before sending the cryptocurrency on to the scam. The payment was made by debit card.

Miss R reported what had happened to Santander. When it didn't agree to refund her payment she raised a complaint with Santander, and then brought her complaint to the Financial Ombudsman Service.

Our Investigator thought Santander should have identified a scam risk when Miss R made the payment and intervened by asking Miss R some questions about the circumstances of the payment which would have led to her receiving a warning about the risk of job scams. He didn't think Miss R would have gone ahead with the payment if she'd received such a warning. But he also thought Miss R should share responsibility for her loss. He asked Santander to refund 50% of the payment Miss R made, with 8% interest.

Miss R accepted the Investigator's view, but Santander didn't. It replied to say, in summary, that Miss R's payment was going to a legitimate cryptocurrency exchange and it wouldn't have known what she intended to do with the funds after that. It also said that it didn't think chargeback rights existed.

Miss R's complaint has now been passed to me for review and a 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.

Having done so, I'm upholding it in part, for much the same reasons as our Investigator.

Broadly speaking, Miss R is responsible for any payments made from her account which are properly authorised, as they were here. And Santander has a duty to process valid payment instructions quickly and with minimal friction. These positions are set out in the Payment Service Regulations (2017) and confirmed in Miss R's account terms and conditions.

However, taking into account the relevant law, regulations, industry guidance, and best practice, firms like Santander ought fairly and reasonably to have systems in place to

monitor transactions and accounts for signs that its customer might be at risk of financial harm through fraud. Where such risks are detected, there ought to be action from the bank to intervene through the giving of warnings and scam education. Sometimes, that will mean stopping a payment so that the customer can be questioned directly about it.

Where there is a failure by a firm to properly intervene and protect a customer, it might then be fair and reasonable to say that firm becomes responsible for the customer's loss. And so, in Miss R's case, it's for me to determine if Santander made any errors over the course of the scam and, if so, whether it's fair and reasonable for it to be held responsible for Miss R's loss as a result.

Santander should also have been aware of the increase in multi-stage fraud when considering the scams that its customers might become victim to. Multi-stage fraud involves money passing through more than one account under the consumer's control before being sent to a fraudster. We have seen a significant increase in this type of fraud over the past few years, often involving payments to cryptocurrency - and it's a trend Santander ought fairly and reasonably to have been aware of at the time of the scam too.

The fact that the money used to fund the scam wasn't lost at the point it was transferred to Miss R's own account with a cryptocurrency exchange does not alter that fact and I think Santander can fairly be held responsible for Miss R's loss in such circumstances. I don't think there is any point of law or principle that says that a complaint should only be considered against the firm that is the point of loss.

Our Investigator asked Santander whether it asked Miss R any questions about this payment, and to show us any warnings it gave her. Santander responded to say that the payment was authenticated via stronger customer authentication (which isn't in dispute). It didn't mention that it asked Miss R any questions about the payment or gave Miss R any scam warnings. But our Investigator found that Santander ought to have stepped in to question what was happening when Miss R made the payment to the scam, and I agree. I think that this payment was suspicious; it was out of character for Miss R in its value, and it was being made to a cryptocurrency exchange which carried an elevated risk of fraud. And this should have caused Santander to have concerns that Miss R might be at risk of financial harm from a scam.

I think a proportionate intervention here would have been for Santander to ask Miss R a series of questions designed to narrow down the specific scam risk, and to have given her a warning tailored to that risk – in this case, a job scam. The warning would have set out the key features of job scams, such as making payments to gain employment, promoting products, or being paid for 'clicks' or 'likes.' I acknowledge that any such warning relies on the customer answering questions honestly and openly, but I've not seen anything that would make me think that Miss R wouldn't have done so here.

If Miss R had received such a warning, I think she would have realised that the job opportunity she had taken shared many of the key features of a job scam, and I've not seen anything to indicate that the warning wouldn't have resonated with her – in fact, she had started to have suspicions herself by this point. I think a warning would have reinforced her own concerns and prevented her from going ahead with the payment.

I'm then satisfied Santander can be fairly and reasonably held partly responsible for Miss R's loss.

I also agree with the Investigator that Miss R should share responsibility for the loss equally with Santander. I can see that Miss R has broadly accepted this, so I won't go into detail here. But I think there were some suspect elements to the scam that ought fairly and

reasonably to have led Miss R to question the legitimacy of the job opportunity. Although there were also some sophisticated aspects to the scam, the promised salary for the nature of the work involved did appear to be “too good to be true.” It would also be very unusual for a legitimate job opportunity to involve making payments to an employer, through cryptocurrency. And I can see that Miss R *did* have some concerns about the legitimacy of this scheme before she made this payment but still decided to go ahead with it.

I’ve thought about whether Santander could have done anything to recover Miss R’s payment once she told it what had happened. It’s sometimes possible to dispute debit card payments through a process called chargeback, subject to the relevant card scheme’s rules. But I don’t think there were any grounds for Santander to have raised a chargeback claim under the rules here, because Miss R made the payments to buy cryptocurrency, which was provided to her.

### **Putting things right**

I’ve found that Santander UK Plc ought to have done more here to prevent Miss R from making the payment to the scam. To put things right, Santander UK Plc should:

- Refund 50% of Miss R’s payment to the scam (this equals £2,493.64); and
- Pay interest at 8% simple per year from the date of the payment to the date of settlement, for Miss R’s loss of use of the funds (less any tax lawfully deductible.)

### **My final decision**

My final decision is that I uphold this complaint, in part. Santander UK Plc should put things right in the way I’ve set out above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss R to accept or reject my decision before 24 October 2025.

Helen Sutcliffe  
**Ombudsman**