

### The complaint

Mrs O complains that Santander UK Plc (“Santander”), have failed to refund money that she lost as part of an investment scam.

### What happened

Mrs O’s husband, Mr O, came across a company that purported to be an investment firm but was actually a scammer that I will call C. Mrs O made the following payments to a crypto exchange, via debit card from her Santander account. Other payments were made from an account Mrs O held with a different provider. Mr O also made payments directly from an account he held as well.

#### Payments made from Santander

Transaction Number	Date	Amount	Payment Type
1	13 February 2025	£300	Debit Card
2	17 February 2025	£1,000	Debit Card
3	17 February 2025	£2,000	Debit Card

#### Payment Mrs O made from a different current account.

Transaction Number	Date	Amount	Payment type
1	31 January 2025	£300	Debit Card
2	2 February 2025	£2,000	Debit Card
3	4 February 2025	£1,000	Debit Card
4	6 February 2025	£2,000	Debit Card
5	7 February 2025	£600	Debit Card
6	9 February 2025	£100	Debit Card
7	10 February 2025	£1,000	Debit Card
8	10 February 2025	£1,000	Debit Card
9	10 February 2025	£1,000	Debit Card

10	10 February 2025	£1,000	Debit Card
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Payments made from Mr O's account.

Transaction Number	Date	Amount	Payment type
1	11 February 2025	1,000	Debit Card
2	11 February 2025	£500	Debit Card

The funds were then sent to C via a crypto exchange.

Mr and Mrs O realised that C may be scammers so they wisely persuaded C to allow them to withdraw some of the funds under the premise that they would invest more later. Overall, they managed to withdraw £8,803.32 over the course of the scam, before the scammer refused any further withdrawals.

Mrs O raised a complaint with Santander, as she believed that it should have stopped her from making the payments in question.

I issued a provisional decision on 27 November 2025 in which I said the following;

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*In broad terms, the starting position is that Santander is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.*

*But, taking into account relevant law, regulators' rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Santander should:*

- *have been monitoring accounts and any payments made or received 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 firms are generally more familiar with than the average customer;*
- *in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice Santander sometimes does including in relation to card payments);*
- *have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud businesses) and the different risks these can present to businesses, when deciding whether to intervene.*

*In this instance, the first 2 payments were not large enough and did not form a pattern sufficiently indicative of a scam to have prompted an intervention from Santander. I note that Mrs O was not in the habit of sending funds to crypto exchanges prior to the above payments. But Santander cannot intervene during each and every transaction or every time a payment is made to a new payee. And the payments were not individually large enough and did not form a pattern that would have suggested that Mrs O was being scammed at the time.*

*When payment 3 took place, in my view this formed a pattern that was sufficiently unusual based on Mrs O usual account activity to prompt an intervention from Santander. This payment represented £3,000 to a crypto exchange in one day, which was very unusual based on how Mrs O operated her account beforehand.*

*So I think that Santander should have intervened and asked Mrs O questions about the payments and provided a tailored written warning based on the answers provided.*

*In this instance I think that such a warning saying that scam companies pretend to be investment firms and encourage people to send funds via a crypto exchange to what turns out to be fake investment platform, would have resonated with Mrs O. And I think that is the case even if she was not directly investing with the firm. I also can see that Mr O had some doubts about the firm around this time, as he asked in the scam chat whether the scam firm was legitimate. So I think that a warning from her trusted bank, in combination with Mr O's increasing concerns about the legitimacy of C, would have likely stopped Mrs O from making the payment.*

### **Contributory negligence**

*I've thought about whether Mrs O should bear any responsibility for her loss. In doing so, I've considered what the law says about contributory negligence, as well as what I consider to be fair and reasonable in all of the circumstances of this complaint.*

*There were relatively sophisticated aspects to this scam. Not least a fake investment platform, which was used to access and manage the user's investment and gave the impression that the 'investment' was a legitimate one. I can't see that any profits were guaranteed and there were no credible warnings online about the scam platform at the time either.*

*I also note that Mrs O, rather commendably, mitigated some of her loss by essentially tricking the scammer into allowing a large withdrawal once her and Mr O had suspicions about the scam firm. So overall, I don't think that a deduction is merited from contributory negligence.*

### **Putting things right**

*I currently think that Santander should have prevented Mrs O's loss from and including Payment 3. In calculating fair redress, I've taken into account that Mrs O has received some reimbursement.*

*I can also see that Mrs O received money back from C. Given Mrs O was falling victim to a scam and the 'investment' wasn't genuine, I don't think this money should be attributed to any specific payment. Instead, I think this money should be deducted from the amount lost by apportioning it proportionately across all of the payments Mrs O made to the scam. This ensures that these credits are fairly distributed to each of the payments that should be reimbursed.*

*To work this out, Santander should take into account all of the payments Mrs O made to the scam (including those from other businesses), which I've set out in the table above.*

*In this case, the money received back equals £8,803.32 and the total amount paid to the scam equals £14,800. Santander should divide the money received back by the total amount paid to the scam. This gives the percentage of the amount received back from the loss. Deducting that same percentage from the value of each payment after and including Payment 3 gives the amount that should be reimbursed for each payment.*

*Here the amount paid back to Mrs O is 59.48% of the total paid to the scam. It follows that the outstanding loss from each payment after and including Payment 3 should be reduced by the same percentage. That means Santander should reimburse 40.52% of each payment after and including Payment 3.*

*Please note that, for ease of reading, I've rounded the relevant percentages down to two decimal places, but Santander should perform the calculation I've set out above to arrive at a more precise figure, as I have done to arrive at the figure below.*

*After taking the steps set out above, as Mrs O's outstanding loss from these payments from Santander is £2,000, I therefore calculate the overall reimbursement due to Mrs O to be £810.36.*

*I've also thought about whether Santander did enough to attempt to recover the money Mrs O lost. In this instance, the payments made were card payments and were essentially a means to purchase crypto – which Mrs O received. It was only when the crypto was sent on to the scammer did the loss occur. So there would be no means to challenge the payments. So overall, I don't think that Santander could have recovered the funds."*

Mrs O agreed with my provisional decision. Santander did not respond with any new points.

### **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 reconsidered everything, as no new information or arguments have been provided by either party, I see no reason to reach a different outcome to my provisional decision.

In summary, I think that Santander should have intervened more than it did and this would have stopped the scam during payment 3. So I think that it should do the following to put things right.

### **Putting things right**

I think that Santander should have prevented Mrs O's loss from and including Payment 3. In calculating fair redress, I've taken into account that Mrs O has received some reimbursement.

I can also see that Mrs O received money back from C. Given Mrs O was falling victim to a scam and the 'investment' wasn't genuine, I don't think this money should be attributed to any specific payment. Instead, I think this money should be deducted from the amount lost by apportioning it proportionately across all of the payments Mrs O made to the scam. This ensures that these credits are fairly distributed to each of the payments that should be reimbursed.

To work this out, Santander should take into account all of the payments Mrs O made to the scam (including those from other businesses), which I've set out in the table above.

In this case, the money received back equals £8,803.32 and the total amount paid to the scam equals £14,800. Santander should divide the money received back by the total amount paid to the scam. This gives the percentage of the amount received back from the loss. Deducting that same percentage from the value of each payment after and including Payment 3 gives the amount that should be reimbursed for each payment.

Here the amount paid back to Mrs O is 59.48% of the total paid to the scam. It follows that the outstanding loss from each payment after and including Payment 3 should be reduced by the same percentage. That means Santander should reimburse 40.52% of each payment after and including Payment 3.

Please note that, for ease of reading, I've rounded the relevant percentages down to two decimal places, but Santander should perform the calculation I've set out above to arrive at a more precise figure, as I have done to arrive at the figure below.

After taking the steps set out above, as Mrs O's outstanding loss from these payments from Santander is £2,000, I therefore calculate the overall reimbursement due to Mrs O to be £810.36.

### **My final decision**

Because of the reasons given above, I uphold this complaint in part, and require Santander UK Plc to do what I have set out above to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 9 January 2026.

Charlie Newton  
**Ombudsman**