

## The complaint

Mrs M is unhappy Santander Bank UK Plc will not refund the money that she lost as the result of a scam.

Mrs M brought her complaint through a representative. For ease of reading I will refer solely to Mrs M in this decision.

## What happened

As both parties are familiar with the details of the scam, I won't repeat them here in full. In summary, Mrs M fell victim to a job/task scam. She was contacted via WhatsApp and offered the opportunity to complete online tasks (optimising apps) to earn commission. She was told that to access the tasks she first needed to deposit funds into a digital wallet at a cryptocurrency exchange. When she kept having to make more payments before she could withdraw her earnings she realised she had been scammed. She made the following payments to her digital wallet and from there moved the funds to the scammers.

payment	date	value	method
1	11.1.2025	£5,400	faster payment
2	12.1.2025	£85.35	debit card
3	15.1.2025	£3,865.14	debit card

Mrs M says Santander did not do enough to protect her money. Santander says it spoke to Mrs M after she attempted to make payment 1 but she did not disclose the real purpose of the payment. She said it was for crypto investment and so it gave a related scam warning. It added that it was not the point of loss.

Our investigator did not uphold Mrs M's complaint. He found Santander made a proportionate intervention at the right time. But Mrs M was not honest about the purpose of the payment so it was unable to provide a tailored warning that could have broken the spell of the scam. It follows the bank could not fairly be held liable for Mrs M's loss.

Mrs M disagreed with this assessment and asked for an ombudsman's review. She said, in summary, the bank's scam warning was insufficient, it needed to be tailored to the specific scam risk and more detailed. Also the bank needed to probe more effectively when it spoke to her.

## 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.

In broad terms, the starting position at law is that Santander is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (2017) and the terms and conditions of the customer's account. There is no dispute here that Mrs M authorised these payments.

However, it doesn't stop there. Taking into account relevant law, regulatory 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 by January 2025 Santander should have:

- been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- 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;
- acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, taken additional steps, or made additional checks, or provided additional warnings, before processing a payment; and
- been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multistage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

In the circumstances of this case I do not find Santander can be held liable for Mrs M's losses. I'll explain why.

Santander's security team spoke to Mrs M on 11 January 2025 after she attempted to make payment 1. So I am satisfied its fraud prevention systems identified, as we would expect, that payment 1 carried a possible risk of financial harm to Mrs M.

This means that what I need to decide is whether or not its intervention was proportionate. Mrs M says the bank's approach primarily relied on a series of closed questions that required only yes or no responses. I have listened to the call and cannot agree.

Santander asked a series of open questions to establish the basic context of the payment. It first explained it was calling as Mrs M had just transferred in a large amount of money and was now moving out half of it, so it wanted to be sure she was not being scammed. In response to the bank's question about the purpose of the payment Mrs M said she was making an investment in Bitcoin through crypto.com. Santander then explained as cryptocurrency carried a higher instance of fraud it needed to ask some further questions.

In response to these questions Mrs M explained her son had been doing this for years and had made quite a bit of money on it, he had a financial adviser, and now she wanted to start. She said she had gone through it all with her son and checked the platform was regulated. She indicated she knew this was one of the very few that is regulated by the FCA. She said she had done a bit of research but not a lot as her advice was coming from a very trusted source – her son. She confirmed no-one had asked her to set up the recipient account and no-one else had access. The bank warned her never to trust a contacts out-of-the blue (as she was doing), especially with regards crypto investments. Mrs M confirmed no-one was pressuring her to go ahead.

As Mrs M did not tell Santander the true purpose of the payment, she prevented it from asking the questions that would have most likely led it to identify that Mrs M was at risk of falling victim to a job/task scam. It could then have given her a relevant warning that could

have resonated. Instead, based on her misleading answers, it warned her about the high risk of investing in cryptocurrency, to always invest safely, never through ads on social media and that she will lose her money if this is a scam.

Mrs M says the bank's warning was too general and not tailored to her risk. But it was tailored, just to the wrong type of scam - and this was based on the information she had shared with it.

Mrs M also now argues that she held a genuine belief she was investing in BitCoin, but that somewhat contradicts her testimony from the time she raised her complaint. At that stage she said *'I received an unsolicited WhatsApp message, from a recruiter and was then contacted by a mentor called Jerry, offering a remote job opportunity, to earn some additional money'*. So I am not persuaded she answered the bank's questions as she did because she genuinely thought she was investing, rather than paying to unlock tasks as part of a job.

It follows I do not find Santander can fairly be held liable for any of Mrs M's loss.

I have then considered if Santander did enough to try to recover Mrs M's money once it became aware of the scam. I do not find any failings on Santander's part in this regard. I'll explain why.

The faster payment was made to a wallet in Mrs M's name at a cryptocurrency exchange, Mrs M then sent that cryptocurrency to the scammer. So, Santander would have had no realistic prospect of being able to recover the funds from the account it credited as Mrs M had moved them on.

For payments 2 and 3 which were made by debit card, the chargeback scheme would have been the recovery route. However, I don't consider that a chargeback claim would have had been successful given there's no dispute that the cryptocurrency exchange provided the service it sold to Mrs M. The funds appeared in her digital wallet, and there are no chargeback rights for any subsequent purchase of goods or services from a staged digital wallet.

It follows I am not instructing Santander to refund any money to Mrs M. This is a difficult decision to make, I'm sorry Mrs M has lost a considerable amount of money and I can understand why she would like to be compensated for her loss. I do accept Mrs M has fallen victim to a sophisticated scam. But I can only consider whether the bank, which had no involvement in the scam itself, should be held responsible for what happened. For the reasons set out above I do not find Santander can be held liable in the circumstances of this case.

### **My final decision**

I am not upholding Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 3 December 2025.

Rebecca Connelley  
**Ombudsman**