

The complaint

Mr C has complained that Starling Bank Limited won't refund money he says he lost to a scam.

What happened

Mr C said he received an unprompted call from someone who said they were a financial advisor, who I will refer to as the scammer. He was added to a group chat with others who were 'investing'. He said the scammer put pressure on him to make the payments and he was promised unrealistic returns. On 22 October 2024 he lost £10,909.64 via several transactions. Mr C says when he tried to withdraw the profits the scammer cut all contact and deleted all the messages, this is how he realised he had been scammed.

Mr C reported the issue to Starling Bank, but originally when he complained to Starling he told them he had fallen victim to a safe account scam. Mr C says he told Starling Bank this version of events as he was concerned Starling wouldn't believe he had fallen victim to an investment scam.

Starling Bank looked into Mr C's concerns but didn't uphold his complaint. It said Mr C transferred the funds to an account in his own name and the transfers were all authorised. However, Mr C raised a further complaint via his representative. Starling offered Mr C £100 for the delays he experienced while it was investigating his complaint.

Mr C remained unhappy and brought his complaint to our service. Our Investigator looked into Mr C's complaint but didn't recommend that it be upheld. Mr C remained unhappy and asked for the complaint to be passed to me to consider.

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 agree with the Investigator's findings for broadly the same reasons. I will explain why. I appreciate this wasn't the outcome Mr C was hoping for, and despite my natural empathy for the circumstances he finds himself in, I'm not persuaded I can fairly and reasonably conclude Starling Bank need to do anything further.

Banks, such as Starling Bank, have various and long-standing obligations to be alert to fraud and scams, and to act in their customers' best interests. These are predicated on there having been a fraud or scam. So, a first consideration in determining Starling's obligations here would normally be:

- was Mr C scammed as he alleged and to establish the loss he suffered.

And while I don't dispute Mr C's version of events, our service has asked him on several occasions to provide further evidence.

However, given the circumstances of this complaint and how the scam evolved, I don't think it is unreasonable to conclude that Mr C would be able to provide more evidence surrounding the loss he alleges occurred from a scam. This could include, as an example, his full crypto currency statements showing all the funds being transferred to a third-party's account, after Mr C had transferred the funds from Starling to the account he holds with a third party. Or evidence to show the funds were lost to the alleged scammer, which have not been provided.

This is of particular importance, as it appears Mr C has regularly sent money to the third party account held in his name and was making payments to his cryptocurrency account (which existed prior to the alleged scam). I have also taken into consideration that Mr C made several payments to this account prior to the alleged scam commencing. On 22 October 2024 it appears money was transferred to a particular wallet, which Mr C had access to (as he was able to withdraw funds from that wallet).

Our service has also asked Mr C to provide the conversations between him and the scammer, or the group chat messages he was a member of. Mr C has said the scammer deleted the chats and therefore he was unable to provide the information. As such, we have been unable to link the disputed payments to the alleged scam or scam conversations, which would've demonstrated the scammer provided Mr C with the information of where to send the funds to. And while I accept Mr C's testimony regarding him originally telling Starling Bank he was involved in a safe account scam, with the lack of supporting evidence around how the scam occurred, I can't ignore the inconsistencies in his testimony.

Therefore, I haven't seen anything to specifically show that the transactions in questions were carried out in relation to a scam.

I've considered Mr C's testimony but I can only be satisfied that he made the transactions on his account, I can't be satisfied that the ultimate beneficiary of the funds was the scammer. And without being able to establish the loss suffered (if any), I can't fairly or reasonably direct Starling Bank to refund Mr C the disputed transactions.

Therefore, it follows, I won't be asking Starling Bank to do anything further.

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 C to accept or reject my decision before 7 October 2025.

Jade Rowe
Ombudsman