

The complaint

A limited company, which I'll refer to as 'S', complains that Starling Bank Limited hasn't reimbursed the money it lost to a scam.

Mr S, who is a director of S, brings the complaint on S' behalf.

What happened

Mr S says he was introduced to a company I'll refer to as 'C' by a well-known group of property investors. In brief, C was claiming to offer investments in specific property units on the understanding they would be refurbished and rented out for social housing through councils and housing authorities who they held contracts with.

Mr S says he visited C's offices and met with a sales manager. He saw that C had around 20 employees, and he was presented with documents, certificates and videos showcasing the investment properties. He was assured that C was government-backed. After carrying out independent checks – such as ensuring that C was a registered business in the UK and looking at C's website and reviews – Mr S decided to invest in three units on S' behalf. He paid C £1 ('payment 1') followed by £40,499 ('payment 2') from S' account on 30 July 2024.

Mr S expected that S would receive monthly returns on its investment from October 2024. But no returns have been received, and C is now subject to an ongoing police investigation.

Mr S contacted Starling to report that S had been scammed – arguing that S should be reimbursed under the provisions of the Lending Standards Board's Contingent Reimbursement Model ('CRM Code'). Originally, Starling said the matter was a civil dispute. It then said it wouldn't refund S due to an ongoing police investigation into C.

Unhappy with this response, Mr S referred a complaint to this Service on S' behalf. Our investigator upheld it. They were persuaded there was enough evidence to demonstrate that S' payments to C meet the CRM Code definition of an Authorised Push Payment ('APP') scam without waiting on the outcome of the ongoing police investigation – and that S is entitled to a full refund under the CRM Code. They said Starling should also pay S interest to compensate for the delay in refunding its financial loss.

Mr S accepted our investigator's findings on S' behalf, but Starling appealed. In summary, it said that it didn't have any concerns about the relevant payment activity, and that Mr S ought to have carried out proportionate due diligence before investing.

The complaint has now been passed to me to decide.

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.

Mr S authorised the disputed payments on S' behalf. The starting position in law is that S is liable for the payments. But Starling was a signatory to the CRM Code, and it was in force

when the disputed payments were made. Under the CRM Code, firms are generally expected to refund the victims of APP scams. But private civil disputes, such as where a customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the consumer is otherwise dissatisfied with the supplier, aren't covered.

Firms generally have 15 business days to respond to claims under the CRM Code. Starling initially declined S' claim on the basis of the matter being a civil dispute rather than a scam. But it then effectively attempted to apply R3(1)(c) of the CRM Code, which says: *if a case is subject to investigation by a statutory body and the outcome might reasonably inform the Firm's decision, the Firm may wait for the outcome of the investigation before making a decision.*

However, this provision relates to delaying a decision under the CRM Code – whereas Starling had already declined S' scam claim. So, I don't think it can retrospectively use this as a reason to delay giving an answer.

Furthermore, whilst there is an ongoing investigation into C, it's not clear to me how or why the outcome of this would reasonably inform Starling's decision. The specific details of the investigation haven't been shared with our Service. It's not clear whether any proceedings will concern charges that will have a significant bearing on the issues relevant to this complaint.

As Starling is aware, any criminal proceedings that may take place in connection with C will be based on the criminal burden of proof – whereas our Service makes decisions on the balance of probabilities. And we don't know how long the investigation will take; it could be months or years.

Our Service must consider complaints quickly and with minimum formality. I don't think it would be appropriate to delay giving an answer on this complaint, for an undefined period of time, unless doing so is likely to significantly help me decide the outcome of the complaint.

What I need to decide is whether, on balance, S was scammed by C. In looking at the information we already know about C, I'm not persuaded the outcome of the police investigation is likely to have a bearing on this decision; I'm satisfied there is already enough to show the disputed payments meet the CRM Code's definition of an APP scam – which is as follows:

Authorised Push Payment scam, that is, a transfer of funds executed across Faster Payments, CHAPS or an internal book transfer, authorised by a Customer in accordance with regulation 67 of the PSRs, where:

- (i) *The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or*
- (ii) *The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent.*

I consider it clear that Mr S intended to pay C on S' behalf, for what he believed was a legitimate purpose. So, I've gone on to consider whether C's intended purpose was broadly aligned with Mr S' at the time the disputed payments were made – and, if not, whether this was the result of a dishonest deception by C. For the following reasons, I'm persuaded C fraudulently deceived Mr S into making the disputed payments.

C held accounts which show around £6,000,000 being spent in a way that appears consistent with property development. Given C's standard unit price of £13,500, that means

it would need to have entered around 1,500 property agreements. But the outgoing payments aren't consistent with C paying for rent, refurbishments and furnishings for this many agreements.

C claimed to hold contracts with local authorities – as it would need to have done to fulfil the investor agreements. But its beneficiary statements show no incoming payments from local authorities or housing providers.

Additionally, several local authorities have confirmed they didn't have a working relationship with C – with one confirming an invoice C used to supposedly demonstrate their working relationship was forged. A director of C was also removed from Companies House ('CH') due to their identity being stolen; they had no connection to C. This speaks to a dishonest deception by C.

Our Service has seen evidence that at least six different units were sold to multiple investors. This comes from complainants providing the individual property addresses they thought their investment was purchasing across around 100 complaints. This information also shows around half of those addresses were in buildings where the owners have confirmed they didn't have a relationship with C.

We've also seen instances where the properties remained derelict after the investment was made or remained under construction when they were supposedly generating an income. All of this makes it seem unlikely C intended to use S' payments for a genuine property development investment.

Turning back to C's accounts, we can see around a third of the investment capital wasn't used for the purpose of securing and developing properties to be used for social housing – there were cash withdrawals, payments to individuals involved in operating C, and payments to jewellers, restaurants and more. There are further substantial withdrawals and payments for which the purpose is unknown.

Around £440,000 C received could be legitimate income, although none of this came from local authorities or social housing providers. But in comparison, around £2,500,000 was paid to investors. It's therefore clear that this didn't come from genuine income – strongly indicating C was operating a Ponzi scheme.

Overall, there's little to suggest that any transactions are consistent with C completing property development for the benefit of investors, and much more to suggest that C wasn't using investors' funds for the intended purpose. Even if any of the funds C received were used for property development, it seems likely this was done with the intention of encouraging further investment as part of an overall scam. For these reasons, I'm satisfied that the disputed payments meet the CRM Code's definition of an APP scam – and it's unlikely the outcome of the police investigation will impact this.

The starting position under the CRM Code is that a firm should refund victims of APP scams – as I've determined S was. However, there are some exceptions under the rules which, if applicable, firms can rely on to decline reimbursement.

Of relevance here is that firms can choose not to reimburse a customer if they ignored an effective warning the firm gave them during the payment journey, or if they made the payment without having a reasonable basis for believing that the payee was the person they were expecting to pay; the payment was for genuine goods or services; or the person or business with whom they transacted was legitimate. There are further exceptions within the CRM Code, but they aren't relevant here.

I agree with the investigator's arguments about why Mr S had a reasonable basis for belief when he made the disputed payments. I've seen that he was given professional and convincing literature and signed/received the documentation you might expect with a genuine investment. He's told us that he visited C's offices prior to investing and that he was assured C was government-backed. And, whilst Starling has suggested that Mr S could have completed further due diligence, there weren't obvious public concerns about C at the time, and I note that C was properly registered on CH (as Mr S established before investing). So, it's not clear what material impact that would have had on preventing the scam – which is something firms are expected to consider when seeking to apply an exception.

Overall, although there may well have been more checks Mr S could've carried out, I think it was *reasonable* for him to believe in the legitimacy of the investment opportunity in the circumstances, and I'm not persuaded that any of the additional checks Mr S could've carried out would've caused him concern.

Due to the low value of payment 1, Starling wasn't required to give a warning. The payment should be refunded in full under the provisions of the CRM Code, because Mr S had a reasonable basis of belief when he made the payment.

Starling has said that it didn't have any concerns about payment 2, but it's also said that payment 2 triggered its fraud detection systems (as I believe it ought to have) and it asked Mr S some questions about the payment. In that case, I think Starling ought to have given Mr S an effective warning during the payment journey. But, having looked at the questions Starling asked Mr S and the warnings it gave him; I'm not persuaded that an effective warning, which meets the criteria set out by the CRM Code, was given. I consider that the warnings Mr S was shown didn't warn him of factors relevant to the scam S was a victim of, meaning he didn't fail to take appropriate action in response that would likely have prevented the scam.

Starling has said that its warnings prompted Mr S to check the Financial Conduct Authority ('FCA') register, but I don't think C's absence from the register would've made it clear it was operating a scam. It's not clear that the type of investment C was offering (providing social housing) would've required regulation. The information Starling has said Mr S would've seen if he'd checked the FCA register also doesn't say that any company that's not on the register is a scam; it sets out several potential reasons why a company might not be listed, including that the FCA may not regulate the product or service the company is offering.

I therefore think that Starling should refund payment 2 – and S' full financial loss to this scam – as I'm not persuaded it has shown that any exceptions to reimbursement apply under the CRM Code.

Putting things right

To put things right, Starling should refund S' full financial loss to the scam C operated (less any sums already recovered or returned to S from the scam).

Starling should also pay 8% simple interest per annum on this amount, from the date S' claim was declined under the CRM Code to the date of settlement. This is to compensate S for the loss of use of these funds from the point at which they should have been refunded.

In order to avoid the risk of double recovery, Starling is entitled to take (if it wishes) an assignment of the rights to all future distributions in relation to the scam payment we're upholding that arise, such as from the police investigation and criminal proceedings, before paying the award.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint and instruct Starling Bank Limited to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 16 December 2025.

Kyley Hanson
Ombudsman