

The complaint

Mrs B complains that Santander UK Plc ('Santander') won't refund the money she lost to a job scam.

What happened

The background is known to both parties, so I won't repeat all the details.

In summary, Mrs B says that, in December 2024, she received a message from an individual about a job opportunity. This contact wasn't unexpected as she'd been looking for part-time work at the time. However, she later discovered she'd connected with a scammer.

The scammer claimed to represent a well-known company ('L'). For the job itself, Mrs B was led to believe she'd receive a salary and commission for completing sets of reviews online. As part of the process, she was required to deposit her own funds to release the 'work' and was told to open an account with a genuine crypto-exchange to facilitate payments. She was also given access to a 'work platform' and added to a 'group chat' for support if needed.

She realised she'd been scammed when Santander blocked a payment and the situation was discussed with its fraud team. By that time, between 14 and 16 December 2024, a series of card payments had been made from Mrs B's Santander account to her crypto-account for the purchase of the cryptocurrency that was sent on and lost to the scam.

A complaint was made to Santander. In February 2025, it declined to refund the payments but said it had paid £200 to Mrs B's account to apologise for the incorrect information she was given during her claim. The complaint was then referred to our Service. Our Investigator upheld it. In brief, he thought Santander missed an opportunity to prevent the scam by failing to provide Mrs B with a scam warning when it intervened. He also said Mrs B should have acted more cautiously and should share equal liability for her losses. He recommended a 50% refund of payments following its intervention call on 15 December 2024, plus interest.

Santander didn't accept that outcome. It responded saying there was no real employment and it knows of no legitimate employment where it's reasonable to make payments upfront. It said the scam itself occurred on Mrs B's crypto-account, not Santander; the crypto-exchange was not a scam company; and Mrs B was provided with "*full scam advice*" and warnings. It also said that, as Mrs B continued to make payments despite its warnings and her own concerns, it's unlikely an intervention would have made a difference.

As the matter couldn't be resolved informally, it's 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.

Having done so, I've decided to uphold it for similar reasons as the Investigator.

The starting point under the Payment Services Regulations (2017) and the terms of Mrs B's

account is that she's responsible for payments she's authorised. And, as the Supreme Court reiterated in *Philipp v Barclays Bank UK PLC*, banks generally have a contractual duty to make payments in compliance with the customer's instructions.

But that's not the end of the matter. Our Service has issued many decisions setting out the relevant considerations we take into account when deciding what's fair and reasonable in these types of cases. I don't consider it necessary to repeat them all here, though Santander will be able to review these through past decisions on our website if it wishes to do so.

To summarise, taking into account the law, regulators rules and guidance, relevant codes of practice and what I consider was good industry practice, I'm satisfied Santander should fairly and reasonably:

- have been monitoring accounts and payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and 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 banks are generally more familiar with than the average customer.
- have 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, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment, as in practice all banks do.
- have been mindful of (among other things) common scam scenarios, the evolving fraud landscape (including, for example, the use of multi-stage fraud by scammers) and the different risks these can present to consumers, when deciding whether to intervene.

Should Santander have recognised that Mrs B was at risk of financial harm from fraud?

There's no dispute Mrs B authorised the payments in question. Nor that they were sent to a crypto-account in her name. But while Santander has suggested it's not liable for the losses on the basis that the scam payments occurred on the crypto-exchange, I'm satisfied that, when these payments started, it should have known about the potential of multi-stage fraud – where funds are moved through one (or more) accounts in the customer's name before they're lost to a scam. In other words, the fact payments were made to Mrs B's crypto-account didn't mean there was no scam risk, and this is another example of why that is.

In any event, Santander did intervene. In fact, it has told us that it spoke to Mrs B about her payments on 14, 15, 16 and 19 December 2024. It has told us Mrs B was given “*full scam advice*” and “*warnings*” and that it asked Mrs B to reconsider her actions. However, despite our Investigator giving Santander the opportunity to provide its evidence in support of what it says was discussed in all those calls, all it has provided is one intervention call – for a payment Mrs B was trying to make to her crypto-account on 15 December 2024.

I've listened to that call. I'm satisfied that, at no point, was Mrs B given scam advice or warnings. Instead, Mrs B was first asked if she was the one making the payment to her own account. She confirmed it was. She was then asked if she was familiar with cryptocurrency and if she'd used it before. She explained she was new to it and was using it for a 'shopping website' where payments were in cryptocurrency. She added she was “learning to try and use the system to pull the money”, was getting “training” to use the platform to pay merchants, and hoped she'd then receive money into the account.

I'm mindful that any intervention should be proportionate to the payment risk presented and, like the Investigator, I wouldn't necessarily have expected Santander to have stepped in as early as it did. But I can't overlook that Santander did step in, Mrs B was asked about her purchase of cryptocurrency and, importantly, I think there was enough about her responses, both in terms of what she said and her difficulties in explaining what she was involved in, that warranted further probing. I'm persuaded, on the available evidence, that Santander should have gone further than it did. And I agree that it missed an opportunity to prevent the scam.

Would proportionate questioning have prevented Mrs B's further losses?

As above, I think Mrs B's responses to Santander's questions warranted some probing. For me, it's clear she was struggling to explain the nature of what she was doing. And, given the information Mrs B herself volunteered in the call I've mentioned, I think it's likely she'd have explained more – if Santander had asked some basic questions to better understand what was happening – including that she'd been contacted about a job, involving sets of tasks online, for which she had to deposit her own funds to send on in cryptocurrency.

I'm satisfied Santander would have then recognised the hallmarks of a job scam. I've not been provided with anything to convince me that Mrs B would have continued with more payments after a clear warning about what her situation looked like. And while I'm mindful Mrs B did develop her own concerns about the repeated 'tasks', and the amounts she was being asked to pay, I don't agree this shows (as Santander has suggested) she'd have gone ahead with payments regardless of any scam warning. In my view, such a warning would have given Mrs B the perspective she needed to tip her into recognising the scam.

Again, I've been provided with little to conclude Mrs B was given clear warnings and scam advice as Santander has suggested. On the evidence, I'm not persuaded there's enough to show Mrs B would have sent more money even if she'd been warned of the risk of a scam taking place. I think Santander missed an opportunity to expose the scam on 15 December 2024. And I'm satisfied it's reasonable to hold it responsible for Mrs B's further losses in circumstances where, as I've found here, it should have done more to prevent them.

Should Mrs B bear any responsibility for her losses?

In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances.

The Investigator upheld Mrs B's complaint. He recommended a refund of payments from (and including) the payment that was successfully processed after Santander's call with Mrs B on 15 December 2024, less 50% for contributory negligence. I agree with this position.

I appreciate Mrs B says the contact wasn't unexpected and that she thought she was dealing with a known and genuine 'employer'. I also realise there were some relatively sophisticated aspects to the scam, including the platform used to manage the apparent earnings and tasks and a 'group chat' where other 'members' messaged about their successes.

But, at its heart, the scam appears to have been fairly implausible. There was no contract or paperwork about the job itself. I can't ignore that, while Mrs B was offered the opportunity to earn money, she was required to deposit her own funds and to pay more during the process. And I'm not persuaded she was given a particularly plausible explanation as to why she had to finance the 'job' or why she needed to make deposits in cryptocurrency either.

I'm mindful of what Mrs B has told us about her situation at the time and how that may have impacted her decision-making. I'd like to thank her for sharing that information with us. But I think all of the above would strike most people as unusual and, as already noted, Mrs B did

develop her own concerns about the tasks and amounts she was being asked to pay. So I think she could still have acted more cautiously than she did in light of the red flags. If she had, she'd have likely found this was a scam. In the circumstances, weighing up the role both parties played in what happened, I think liability for Mrs B's losses can reasonably be shared equally, such that the refund payable by Santander can be reduced by 50%.

Other matters

The disputed payments were made to Mrs B's account with a genuine crypto-exchange. Mrs B then sent that cryptocurrency to the scammer. It's unlikely a chargeback claim would have had any prospect of success as there's no dispute Mrs B received the crypto-currency as intended before it was lost to the scam. I'm aware Santander provided Mrs B with misleading information during her scam claim in relation to its cryptocurrency limits. It paid her £200 as an apology. Mrs B hasn't disputed our Investigator's finding that this was fair settlement and I see no reason to disagree with that conclusion.

Putting things right

I'm satisfied Mrs B fell victim to a scam and that Santander UK Plc missed an opportunity to prevent her further losses. To put things right, Santander UK Plc needs to:

- refund all payments Mrs B paid to the scam from (and including) the intervention call it has provided for 15 December 2024
- reduce this amount by 50% to account for Mrs B's contributory negligence
- pay 8% simple per year on this amount from date of payments to date of settlement.

My final decision

For the reasons I've given, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 January 2026.

Thomas Cardia
Ombudsman