

## The complaint

Mr C complains that Santander UK Plc won't refund him the money he lost in an investment scam.

Mr C is being represented by a professional representative, but for ease of reading I'll just refer to Mr C.

## What happened

The background to Mr C's complaint is well-known to both parties so I haven't set it out in detail here, instead I've summarised what I consider to be the key points.

Mr C says he received an unsolicited email from a company claiming to be able to assist with cryptocurrency investment. It offered a course in how to trade. He was interested in earning extra money and he contacted the company by phone and through its website. The website looked legitimate and professional and he was told he could achieve monthly returns of 100% on top of his investment.

The company showed him a system for investing and said it would be on hand to support him. He says he transferred money to the investment company and he could see it earning money. But when he wanted to withdraw some of his investment the company refused, demanded additional fees and became abusive. Shortly after that he lost contact with the company.

Mr C says he made the following payments as part of this scam.

Date	Amount	Payment type	Destination
10/04/2021	£1,750	Card Payment	Own cryptocurrency account
10/04/2021	£7,500	Card payment	Own cryptocurrency account

Mr C reported the scam to Santander in April 2025. He says Santander should have intervened when he made a payment for £7,500 because it was out of character considering the sort of payments he usually made. He thinks it should have blocked the payment and asked him probing, open-ended questions about the payments. If it had done, he thinks Santander would have quickly realised he was falling victim to a scam, considering its much greater experience in this area, and it would have been able to warn him and prevent his further losses.

Santander wouldn't refund Mr C and didn't uphold his complaint. It said no intervention was warranted because the payments weren't unusual for Mr C's account. It added that it considered the cryptocurrency exchange was in a better position to have protected Mr C because it had more information about the ultimate destination of his money, and the payments were pull payments initiated from Mr C's account with the cryptocurrency exchange.

Our investigator didn't uphold Mr C's complaint. They said the payments weren't out of the ordinary for Mr C's account. That's because Mr C had made large payments in the past,

sometimes more than one large payment on the same day and the payments didn't empty their account.

Mr C didn't accept the investigator's assessment. He said this was a new payee, the payments were being made to a cryptocurrency exchange and while Mr C had made some large payments in the past, payments to a cryptocurrency exchange were new and represented an increased risk.

As Mr C didn't accept the investigator's conclusions, the complaint has been passed to me for an ombudsman's decision.

### **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 is that a firm is expected to process payments and withdrawals that its customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. And in this case, it's accepted by all parties that Mr C authorised the payments and Santander made the payments in accordance with Mr C's instructions.

The Contingent Reimbursement Model (CRM) Code doesn't apply in this case because Mr C was making payments to another account that he controlled and it also doesn't apply to debit card payments.

But the matter doesn't end there. Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, I think Santander ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

In the months leading up to this scam Mr C did make occasional significant payments, and sometimes multiple payments were made on the same day. For example, Mr C made two payments on 21 January 2021 totalling around £7,500 and three payments of £10,000 had been made in August 2020. The payments in August appear to have been going to another account that Mr C controlled, just like the payments he made to his cryptocurrency account. There had been several significant payments received into his account in the months leading up to the April payments and the account was well-funded, with a positive balance of several thousand pounds, even after the payments made to Mr C's cryptocurrency account.

While the two payments Mr C has complained about were made to a cryptocurrency exchange, I agree with the investigator that in 2021 this would have been just one of a range of factors Santander could have taken into account when deciding whether a payment might be suspicious. I consider that overall, the pattern of transactions, the payment destination and the amount of each transaction wouldn't have seemed sufficiently out of character that I consider Santander ought to have intervened in the manner Mr C suggests, by asking probing questions about the payments.

I do consider that, given the size of the second payment, it might have been reasonable for Santander to have provided a written warning about scam risks in general. But, in any event, even if Santander had intervened and given Mr C a written warning that broadly covered the scam risks, bearing in mind the date of the transaction, the amount of the payment and other factors, I'm not persuaded that would have prevented Mr C's loss. Such a warning might have included warnings about being sure the payment was going to the intended recipient, or being aware of people asking a customer to move money urgently to a different account,

amongst other things. But I don't think that even if Santander had provided such a warning that it would have been likely to have resonated with Mr C because the features mentioned didn't apply to the situation he was facing. For example, he knew who he was making the payment to and he hadn't been asked to move money urgently.

Overall then, for the reasons given above I don't consider Santander is responsible for Mr C's loss.

I don't consider there was any realistic prospect of Santander being able to recover Mr C's money, given that the card payments from his Santander account successfully credited Mr C's own account with a legitimate merchant and were then paid out of that account to the scammer. There would have been no valid grounds for a successful chargeback in such circumstances.

### **My final decision**

I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 December 2025.

Greg Barham  
**Ombudsman**