

## **THE COMPLAINT**

Mr A complains that Starling Bank Limited (“Starling”) will not reimburse him money he says he lost when he fell victim to a scam.

Mr A was represented by CEL Solicitors (“CEL”) in this matter, but they have now withdrawn from this case.

## **WHAT HAPPENED**

On 19 October 2025, I issued a provisional decision not upholding this complaint. I attach a copy of that provisional decision below – both for background information and to (if applicable) supplement my reasons in this final decision. I would invite the parties involved to re-read the provisional decision.

## **RESPONSES TO MY PROVISIONAL DECISION**

Starling responded stating it had nothing further to add.

Mr A stated, amongst other things, that Starling could have done more to protect him, for example, by telephoning him.

## **WHAT I HAVE 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.

As I stated in my provisional decision, I am not persuaded that a telephone intervention from Starling would have made a difference in the circumstances. Therefore, I will not be departing from my provisional findings.

## **MY FINAL DECISION**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 December 2025.

## **COPY OF PROVISIONAL DECISION DATED 19 OCTOBER 2025**

I have considered the relevant information about this complaint.

The deadline for both parties to provide any further comments or evidence for me to consider is 3 November 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I do not hear from Mr A, or if he tells me he accepts my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

## THE COMPLAINT

Mr A complains that Starling Bank Limited (“Starling”) will not reimburse him money he says he lost when he fell victim to a scam.

Mr A is represented by CEL Solicitors (“CEL”) in this matter. However, where appropriate, I will refer to Mr A solely in this decision for ease of reading.

## WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr A says he has fallen victim to a cryptocurrency related investment scam. He says scammer(s) deceived him into making payments to what he thought was a legitimate investment enterprise with MWM. Below are the payments in question which were all fund transfers to Wirex/Modulr FS (not disputed by either party when set out in the investigator’s findings):

Payment Number	Date	Amount
1	24 August 2023	£500.00
2	13 September 2023	£1,000.00
3	19 September 2023	£1,000.00
4	20 September 2023	£4,000.00
5	21 September 2023	£2,500.00
6	22 September 2023	£1,700.00
7	27 September 2023	£6,000.00
8	27 September 2023	£5,400.00
9	27 September 2023	£1,000.00

10	28 September 2023	£4,000.00
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Mr A disputed the above with Starling. When Starling refused to reimburse Mr A, he raised a complaint, which he also referred to our Service.

One of our investigators considered the complaint and upheld it in part. He thought Starling could have done more to protect Mr A from financial harm from Payment 4. Consequently, the investigator recommended that Starling refund Mr A Payments 4 to 10. Mr A accepted this, but Starling did not.

As Starling did not accept the investigator's findings, this matter has been passed to me to make a decision.

### **WHAT I HAVE PROVISIONALLY 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 find that the investigator at first instance erred in reaching the conclusion he did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

### **Key findings**

- I would not have expected Payments 1 to 3 to have triggered Starling's fraud detection systems prompting it to intervene. I say this because of the following factors. Mr A's Starling account was relatively new with no significant activity to measure against. Further, Payments 1 to 3 were not that high in value and were all made to an account in Mr A's own name. I acknowledge the transactions may have appeared crypto in nature, but that in and of itself does not mean that the transactions ought to have flagged as suspicious.
- I do not agree with the investigator that Payment 4 should have appeared so unusual to Starling that it ought to have carried out a human intervention. Given Mr A's account was relatively new and the value of Payment 4, I would have expected Starling to have presented Mr A with a tailored written warning which should have taken the form of a 'better automated warning'. That is, a warning which asked a series of questions in order to try and establish the actual scam risk.
- However, had such a warning been presented, I am not persuaded, on balance, it would have likely stopped Mr A in his tracks. That is, I think the warning would not have resonated with Mr A and he would have gone ahead with Payment 4 regardless. I have reached this conclusion by taking into account the following:

- Starling says it did provide a warning for Payment 1 which Mr A did not heed: *“Could this be part of a scam? Always verify who you are sending money to as you may not be able to recover these funds. A fraudster may tell you to ignore these warnings. Call us on [telephone number] or Visit our website for scam advice [website link].”*
- Mr A’s representatives have submitted a number of reasons as to why Mr A trusted the scammer and believed he was making payments to a genuine investment. For example, the professionalism of the scam’s website and platform, the profits Mr A saw on the platform, and the “relationship of trust” Mr A had built with the scammer.
- I have seen messages exchanged between Mr A and the scammers. In them, there are instances where Mr A spoke to the scammer about leaving reviews on Trustpilot about Wirex in order to unblock his account with them. In another exchange, Mr A informed the scammer that he was going to see his bank manager. The scammer responded, *“Ok no worries. Please dont mention trading or anything like that or everything will be stopped.”* This did not raise any alarms bells for Mr A. On the contrary, he simply responded with the thumbs up emoji.
- I have also considered contemporaneous evidence of Mr A misleading his other bank, Revolut, when it intervened in some of his payments connected to the same scam (see linked complaint). I am not making any findings on the proportionality of Revolut’s interventions. But I have taken into account how Mr A responded to them to assist me with assessing how he would have likely responded to an automated warning from Starling:
  - In the Revolut case, Revolut presented Mr A with various automated warnings about some of his payments. One notable warning stated, *“We think you’re being scammed. Your transaction is unusual and was flagged as a potential scam ... 99.2% Higher risk than typical transaction.”* Mr A did not heed these automated warnings.
  - Revolut asked Mr A what one of his payments was for. Mr A selected ‘Transfer to my other account’. It is concerning that Mr A did not select ‘As part of an investment.’
  - Mr A confirmed to Revolut he was not asked to install any software, such as Anydesk. However, Mr A’s representatives have submitted that Mr A did in fact download such software.
  - During an in-app chat, a Revolut agent asked Mr A whether there was a third-party instructing him on what to do regarding his payments. Mr A responded, *“No am not being guided am doing it myself.”* This was untrue.

Taking all the above points together, they suggest that had Starling presented Mr A with an automated warning (as described above), it is unlikely he would have heeded it. Mr A was clearly under the spell of the scammer at the time. He was not truthful in his answers to Revolut’s questions, which gives an indication as to how he would have likely responded to Starling. Mr A accepted the scammer’s instruction not to mention anything about trading to his bank manager. Further, Mr A was provided with several automated scam warnings from Starling and Revolut, which he chose to ignore.

### **Other points**

- Putting to one side the payments mentioned above. I do consider that it is arguable that Payments 8 or 9 should have triggered Starling's systems prompting it to have carried out a human intervention. I say this given their combined value when coupled with Payment 7. However, I am not persuaded such an intervention would have made a difference in the circumstances – for much the same reasons I have set out above. In particular, the message where the scammer tells Mr A not to mention he is trading was sent the same day as Payments 7, 8 and 9 on 27 September 2023. I acknowledge that there is a FCA warning about MWM published in 2018. But, Mr A's representatives submit that Mr A carried out research online at the time of the scam. So, I find it likely then that he would have seen the FCA warning, which he appears to have ignored.
- I would not have expected the payments I have not addressed to have triggered Starling's systems.
- I am not persuaded this is a case where Starling, contrary to Mr A's instructions, should have refused to put his payments through.
- Turning to recovery. Mr A made his fund transfers to an account in his own name. Thereafter, those funds were either moved directly to the fraudsters, or, if not – Mr A should be able to withdraw them from his own account. Further or alternatively, as Mr A's payments were made to purchase cryptocurrency – which would have been forwarded on in this form – there would not have been any funds to recover. Further or alternatively, the likelihood that even if prompt action had been taken by Starling on or immediately after the scam was reported, any of Mr A's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between Mr A's payments and when he reported the scam. In these types of scams, fraudsters tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.

### **Conclusion**

Taking all the above points together, I do not find that Starling has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Starling to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

### **MY PROVISIONAL DECISION**

For the reasons set out above, I am currently minded not to uphold this complaint.

Tony Massiah  
**Ombudsman**