

THE COMPLAINT

Mr L complains that Santander UK Plc (“Santander”) will not reimburse him money he says he lost when he fell victim to a scam.

Mr L is represented by ‘Ask a Barrister Financial Claims’ in this matter. However, where appropriate, I will refer to Mr L solely in this decision for ease of reading.

WHAT HAPPENED

On 13 November 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

Santander did not respond. Mr L responded accepting my provisional decision.

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.

Given the position of both parties, 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 L to accept or reject my decision before 25 December 2025.

COPY OF PROVISIONAL DECISION DATED 13 NOVEMBER 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 27 November 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I don’t hear from Mr L, 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.

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Mr L is represented by ‘Ask a Barrister Financial Claims’ in this matter. However, where appropriate, I will refer to Mr L 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 L says he has fallen victim to a cryptocurrency related investment scam. Mr L says scammers deceived him into making payments to what he thought was a legitimate investment.

I do not intend on setting out a detailed list of all the payments in question. I say this given the volume and the fact that neither party in this matter has disputed the list of transactions the investigator at first instance set out in his assessment. Instead, I will provide a summary. The transactions concerned appear to be:

- Approximately 50 payments in total amounting to circa £15,600
- Made between May 2021 and March 2023
- Card Payments and fund transfers
- Made to Binance, Foris Dax and Skrill
- Individual payments ranging from approximately £15 to £1650

Mr L disputed the above with Santander. When Santander refused to reimburse Mr L, he raised a complaint, which he also referred to our Service.

One of our investigators considered the complaint and upheld it in part. The investigator thought that Santander could have done more to protect Mr L from financial harm when he made a £900 card payment to Binance on 14 June 2021. Consequently, the investigator directed Santander to refund Mr L all transactions from the £900 payment with a 50% reduction for contributory negligence. Mr L accepted this, but Santander did not.

As Santander 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 was wrong to reach 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 courtesy 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 have considered the submissions of Mr L's representative dated 18 November 2024. In them, it is suggested that the alleged scam company concerned in this case is HyperVerse. However, the submissions also refer to Ultimate Finance Group Plc. In Mr L's other complaint about Revolut, HyperVerse is not mentioned, but Ultimate Finance Group Plc is. Further, Mr L's representatives have provided messages they say are between Mr L and the scammers. These message exchanges have been provided in both cases. Given this, it is unclear whether there is an overlap here. In any event, I have considered each case on its own merits.
- Mr L has made several payments in this matter. I have taken a step back and assessed them all holistically. Having done so, I am not satisfied that Mr L's transactions, by and large, ought to have appeared so unusual to Santander that it ought to have intervened in them. I have reached this conclusion for the following reasons:
 - I acknowledge that Mr L was making crypto related transactions. But that in and of itself does not mean that the transactions ought to have flagged as suspicious (particularly those made in 2021 and 2022). Buying cryptocurrency is a perfectly legitimate exercise.
 - Mr L's payments were going to well-known legitimate cryptocurrency exchanges.
 - I do acknowledge there were occasions where Mr L made more than one payment on a single day. I have weighed this up with the fact that Mr L's payments were relatively low in value. None of them individually exceeded £2,000. Even though on occasion several payments were made on the same day, they did not collectively reach £5,000. Further, the payments were relatively spaced out.
 - As Mr L continued to make his payments to the payees concerned unchallenged – those payees would have become established on his account.
- I acknowledge that it could be argued, as the investigator did, that Santander ought to have intervened in some of Mr L's payments where he made several on the same day. However, even if I could accept this argument, I do not think the level of intervention I would have expected would have made a difference in the circumstances:
 - Given the limited aggravating features surrounding the payments concerned, I think, even when taking those factors at their highest, it could only be reasonably argued that Santander ought to have provided Mr L with an automated warning(s). I am particularly persuaded by this because most of the payments were made in 2021 and 2022 (the 2023 payments were very low in value and spread out). My view is that a proportionate intervention to

the arguable risk identified would have been for Santander to have provided Mr L with an automated written warning(s) that broadly covered scam risks.

- I have not seen anything persuasive to suggest that the low-level warning described above would have resonated with Mr L had Santander provided it.
- I am not satisfied that the human intervention threshold has been crossed in this case. That is, I am not persuaded there were sufficient aggravating features surrounding Mr L's transactions which warranted a human intervention from Santander – especially when bearing in mind the majority of Mr L's payments took place in 2021 and 2022.

Other points

- I am not persuaded this is a case where Santander, contrary to Mr L's instructions, should have refused to put Mr L's payments through.
- The CRM code would not apply to Mr L's payments in this matter.
- Turning to recovery:
 - Regarding Mr L's card payments. Chargeback is an entirely voluntary scheme, which means firms are under no formal obligation to raise a chargeback claim. The relevant scheme operator can arbitrate on a dispute between a merchant and customer if it cannot be resolved between them. However, such an arbitration is subject to the rules of the relevant scheme – so there are limited grounds on which a chargeback can succeed. The service of purchasing cryptocurrency/exchanging funds into cryptocurrency – is not covered under the chargeback scheme concerned in this matter. This is because the exchanges in question provided their services as intended. This also applies to any payment processor involved, as they would have carried out their services as intended when transferring funds. For these reasons, I find that any chargeback claim in this matter had little chance of success under the relevant chargeback scheme. It follows that I would not have expected Santander to have raised one on behalf of Mr L.
 - Regarding Mr L's fund transfers, they were made from Mr L's Santander account to other accounts in his name. Thereafter, those funds were either moved directly to the fraudsters, or, if not – Mr L should be able to withdraw them from his own accounts. Further or alternatively, as Mr L'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 Santander on or immediately after the fraud was reported, any of Mr L's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between Mr L'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 Santander has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Santander 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