

The complaint

Mr L is unhappy that Santander UK Plc failed to intervene when he used his credit card with them to invest in cryptocurrency.

What happened

The complaint circumstances are well known to both parties, so I don't intend to list this chronologically and in detail. However, to summarise, Mr L had mental health issues and, between December 2024 and September 2025, he spent over £10,000 on his Santander credit card investing in cryptocurrencies.

Mr L complained to Santander in June 2025, explaining that this was causing him financial and mental harm, and he'd only been able to manage the balance through transfers from other credit cards and by taking out a loan. He thought Santander had failed to monitor the transactions on his account for unusual activity and, had they done so, they could've stopped his compulsive spending.

Santander didn't respond to Mr L's complaint within the timescale allowed by their regulator, so Mr L brought his complaint to the Financial Ombudsman Service for investigation. As part of that investigation, Santander provided their response to Mr L's complaint.

Santander said the transactions wouldn't have been flagged as suspicious as they weren't classified as gambling. They also said their investigation had revealed the merchant's websites carried clear warnings about the high-risk nature of the investment. Finally, they said that Mr L could've used the features in their app to freeze the card or restrict its use if he didn't want to continue to use it to fund investments.

Our investigator said Santander weren't aware of Mr L's mental health issues until he made his complaint in June 2025, and there was nothing in Mr L's usage of his credit card which should've indicated to Santander they needed to restrict the usage – these were legitimate merchant transactions that weren't flagged as fraud or gambling. There was also nothing to suggest that Santander should've known Mr L was only able to maintain payments to his credit card through borrowing from other lenders.

However, the investigator said that, once Mr L had made them aware of the issues, Santander should've acted sooner. They thought Santander could've reached out with support in June 2025, and the delay in doing this added to Mr L's financial situation – once Santander supplied Mr L with a guide as to how to limit his spending, he did this, but this information was only provided after the involvement of our service.

So, the investigator said that Santander should pay Mr L £300 for the impact of this delay.

While Santander accepted the investigator's opinion, Mr L didn't. He provided extensive comments as to why, specifically referring to the Financial Conduct Authority (FCA) guidelines for the fair treatment of vulnerable customers and consumer duty. Essentially, Mr L said that Santander should have:

- recognised he was struggling to make decisions or act in his own interest, which was causing him financial harm;
- recognised he was buying unsuitable or poor value products or services; and
- acted earlier to prevent the risk of harm.

He said that, if Santander had responded to his complaint in June 2025, he would've frozen the card earlier and potentially avoided the additional £9,000 he invested after making the complaint. And the interest and charges on this £9,000 is almost £400.

Because Mr L didn't agree with the investigator's opinion, this matter has 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 reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr L was supplied with a credit card by Santander. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

In making this complaint, Mr L has provided full details about his ongoing medical issues, confirming his vulnerabilities, and how this affected his ability to determine whether a decision was potentially in his best interest. It's also the case that, under the FCA guidelines, Santander had certain obligations to vulnerable customers, and also certain obligations under consumer duty. I would like to reassure both parties that, while I won't be specifically referring to individual guidelines, all the relevant requirements have been considered when making my decision.

Mr L started investing in cryptocurrency in December 2024. Santander have provided a full breakdown of the transactions on Mr L's credit card from 6 June 2022 up until 19 September 2025 (after which Mr L froze the card). For completeness, Mr L did a £3,000 balance transfer onto the account with Santander on 6 June 2022, which was cleared by a lump sum payment on 19 January 2024 at what looks to be the end of an interest free period.

Mr L then started using the card again on 7 December 2024, when he started investing in cryptocurrency. The transaction breakdown shows that, between 7 December 2024 and 19 September 2025 there were a total of 60 transactions where Mr L spent a total of £16,567.75 (including fees). As Santander have explained, the merchant codes for these transactions were for legitimate merchants who hadn't been associated with either fraud or gambling. As such, each of these 60 individual transactions would not have been flagged as suspicious.

Santander have also provided screenshots of the websites relating to the two companies Mr L used for these transactions. These clearly show warning messages stating they are high-risk investments with the potential to lose all the money that's been invested. They also clearly state that *"you should not expect to be protected if something goes wrong."*

Breaking these transactions down further, Mr L spent:

- £3,759.50 between 7 and 20 December 2024, repaying £2,250 by 31 January 2025
- £2,060 between 3 and 10 January 2025, repaying £2,500 during February 2025
- £2,111.50 between 16 and 25 February 2025, repaying £97.75 during March 2025
- £360.50 between 4 and 13 March 2025, repaying £3,904.31 during April 2025
- £103 on 9 April 2025, repaying £255 during May 2025
- £3,973 between 2 and 30 May 2025, repaying £250.54 during June 2025
- £103 on 22 June 2025, repaying £150 during July 2025
- £128.75 on 30 July 2025, repaying £3,771 during August 2025
- £2,472 between 6 and 30 August 2025, repaying £3,545 during September 2025
- £1,493.50 between 1 and 19 September 2025

So, during the period that Mr L spent £16,564.75 on cryptocurrency investments, he repaid £16,220.30 back to his credit card. The transaction breakdown above doesn't flag any concerns as regular payments are being made to Santander. While I appreciate that Mr L has subsequently said these payments were only being made by additional lending, there's nothing to flag with Santander where these payments came from, and what was the source of the funds – from what they could see this could just as easily have been payments made from personal income or savings or from Mr L cashing out the cryptocurrency investments he made.

So, based on what I've seen, and while I appreciate this will come as a disappointment to Mr L, I'm satisfied there's nothing in the transaction history that would indicate to Santander that Mr L was struggling to make decisions in his own interest, that he was buying unsuitable products when taking into consideration his full financial position and investment portfolio (information Santander didn't have), or that he was causing himself financial harm.

I'm therefore satisfied that Santander didn't need to take any action until Mr L raised his complaint, advising them of his mental health issues and how he was funding payments to the card, on 25 June 2025.

While Mr L made his complaint on 25 June 2025, it wouldn't be reasonable to expect Santander to have dealt with it immediately – the FCA allows financial businesses up to eight weeks to respond to a complaint, so Santander had until 20 August 2025. While the transaction history supplied by Santander shows Mr L spent a total of £4,094.25 on his credit card between 25 June and 19 September 2025, he only spent £2,832.50 between 20 August and 19 September 2025.

I'm therefore satisfied that, had Santander acted sooner, and had Mr L frozen his account sooner, he would've invested in the region of £3,000 to £4,000 less than he did (the exact amount would be dependent upon the dates both parties would likely have acted). However, I also need to consider that these are investments, and Mr L hasn't been defrauded out of the money.

Mr L hasn't provided any evidence of his cryptowallet, and I think he would have done so had the investments all failed and the money had been lost. He also hasn't referred to any loss (or gain) he's made on the investments he's made. While the cryptocurrency market is volatile, with some major cryptocurrencies having lost value since June 2025, while others have gained in value, Mr L will only have incurred a crystallised loss as and when all investments have been withdrawn. And, until this happens, there is the possibility that Mr L could break even or even profit on the investments he's made.

Given the situation, even if I were to say that Santander's actions resulted in Mr L investing between £3,000 and £4,000 more than he would otherwise have done so, I can't say Mr L has lost that money, or indeed how much of it (if any) he will lose. Considering this and the clear warnings on the websites at the point Mr L made his investments, I don't consider it fair or reasonable for me to ask Santander to reverse any of these transactions or write-off any of the outstanding balance, interest, or fees.

Instead, I think it's fair to compensate Mr L for the delay in Santander advising him how to freeze his account, so he was then fully aware of the facts and could make an informed decision what to do. But crucially, this compensation must be fair and reasonable to both parties, falling in line with our service's approach to awards of this nature, which is set out clearly on our website and so, is publicly available.

I note our investigator also recommended Santander pay Mr L £300 to recognise the distress and inconvenience he's been caused by this delay. Having considered this recommendation, I think it's a fair one that falls in line with our service's approach and what I would've directed, had it not already been put forward. So, this is a payment I'm directing Santander to make.

Putting things right

Santander should pay Mr L £300 to compensate him for the distress and inconvenience caused by the delay in being supplied with information about how to freeze his card. Santander must pay this compensation within 28 days of the date on which we tell them Mr L accepts my final decision. If they pay later than this date, they must also pay 8% simple yearly interest on the compensation from the deadline date for settlement to the date of payment. If HM Revenue & Customs requires Santander to take off tax from this interest, they must give Mr L a certificate showing how much tax they've taken off if he asks for one.

My final decision

For the reasons explained, I uphold Mr L's complaint about Santander UK Plc. And they are to follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 28 January 2026.

Andrew Burford
Ombudsman