

The complaint

Miss A complains that Santander UK Plc (Santander) won't reimburse her for payments she made to a scam.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In January 2025 Miss A was contacted by scammers pretending to have a job opportunity available. She was told she'd receive commission completing tasks online. To receive these payments, she'd need to open a cryptocurrency wallet, which she did.

Miss A started the work and was encouraged to continue with the scam as she initially received a payment of £105.54 from the scammers for her services. She was assigned tasks that required her to deposit funds from her own cryptocurrency wallet ('C') to one controlled by the scammers. She made payments from her Santander account to that crypto wallet. Miss A was assured she'd be reimbursed any funds she sent.

Miss A also made some payments to and from another bank account she held with another bank (who I'll call 'M'). She realised something was wrong when that bank intervened, asked her questions and educated her on the potential the payments she was making were towards a scam. Miss A complained to Santander as she said they should have done more to protect her from fraud. The following transactions were made.

Payment No.	Date	Type	Payee	Amount
	16/1/25	Credit	Miss A	-£105.54
1	17/1/25	Faster payment	C	£95.00
2	17/1/25	Faster payment	C	£75.00
3	17/1/25	Faster payment	C	£160.00
4	17/1/25	Faster payment	C	£370.00
5	17/1/25	Faster payment	C	£646.00
6	17/1/25	Faster payment	C	£30.00
7	17/1/25	Faster payment	C	2,005.00
8	17/1/25	Faster payment	C	£500.00
9	22/1/25	Faster payment	C	£100.00
10	22/1/25	Faster payment	C	£1,000.00
11	23/1/25	Faster payment	C	£3,000.00
12	24/12/25	Faster payment	C	£900.00
13	29/1/25	Faster payment	M	£1,000.00
14	30/1/25	Faster payment	M	£1,900.00
15	31/1/25	Faster payment	M	£3,000.00
16	31/1/25	Faster payment	M	£2,500.00
Total paid				£17,281.00

Total received				£105.54
Loss				£17,175.46

Santander accepted Miss A had been the victim of a scam but told her it wouldn't reimburse any of her loss. It said she'd authorised all of the payments herself and because the payments were made to accounts in her own name they wouldn't refund them.

Miss A brought her complaint to our service where it was considered by one of our investigators. The investigator thought the complaint ought to be upheld, with Miss A receiving a partial refund. They believed that the transactions presented an identifiable scam risk, and they felt Santander ought to have acted to prevent financial harm through fraud.

Our investigator explained it was their view that Santander ought to have intervened at payment number 7. They noted the payment was substantial in value compared to previous account activity and they thought Santander ought to have recognised the payment as a significant risk factor, given the prevalence of scams involving such crypto platforms. They thought Santander had failed to step in to question Miss A about the payments, had failed to provide sufficient warnings about them, and that an appropriate warning would have resonated with Miss A and seen further losses to the scam avoided. They recommended Santander reimburse Miss A losses from payment 7 onward but not payment 16 as there was no evidence that payment had been moved on to the scammers.

But they went on to say that, given Miss A hadn't acted reasonably, she should bear responsibility for half of the loss.

Miss A accepted the investigator's findings, but Santander didn't. The case has now been passed to me for a 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.

I was very sorry to hear that Miss A had lost money in the way that she did. I appreciate how distressing and frustrating it must have been for her. I'm persuaded that Santander could have done more here and I'm asking them to put things right for Miss A and to refund some of the losses she incurred.

The Financial Ombudsman is designed to be a quick and informal alternative to the courts. Given that, my role as an ombudsman is not to address every single point that has been made. Instead, it is to decide what is fair and reasonable given the circumstances of this complaint. And for that reason, I am only going to refer to what I think are the most salient points. But I have read all of the submissions from both sides in full and I keep in mind all of the points that have been made when I set out my decision.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

I'm required to take into account the relevant, laws and regulations, regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time.

Broadly speaking, Miss A is responsible for any payments made from her account which are properly authorised, as they were here. And Santander has a duty to process valid payment instructions quickly and with minimal friction. These positions are set out in the Payment Service Regulations (2017).

However, taking into account the relevant law, regulations, industry guidance, and best practice, firms like Santander ought fairly and reasonably to have systems in place to monitor transactions and accounts for signs that its customer might be at risk of financial harm through fraud. From July 2023 Santander had to comply with the Financial Conduct Authority's (FCA) Consumer Duty which required financial services firms to act to deliver good outcomes for their customers. Whilst the Consumer Duty does not mean that customers will always be protected from bad outcomes, Santander was required to act to avoid foreseeable harm by, for example, operating adequate systems to detect and prevent fraud. Where such risks are detected, there ought to be action from the bank to intervene through the giving of warnings and scam education. Any intervention should be proportionate to the risk presented by the circumstances of the payment.

Santander should also have been aware of the increase in multi-stage fraud (including those involving cryptocurrency) when considering the scams that its customers might become victim to. Multi-stage fraud involves money passing through more than one account under the consumer's control before being sent to a fraudster. Our service has seen a significant increase in this type of fraud over the past few years and it's a trend Santander ought fairly and reasonably to have been aware of at the time of the scam.

Scams involving cryptocurrency have also increased over time. The FCA and Action Fraud published warnings about cryptocurrency scams in mid-2018 and figures published by the latter show that losses suffered to cryptocurrency scams have continued to increase since.

I think Santander would have been aware at the time all of these payments were made that fraudsters use genuine firms offering cryptocurrency as a way of defrauding customers and that these scams often involve money passing through more than one account. So, they should have been alert to whether these payments were part of a wider scam. The fact that the money used to fund the scam wasn't lost at the point it was transferred to Miss A's own account does not alter the fact that I think Santander could fairly be held responsible for Miss A's loss in such circumstances.

Where there is a failure by a firm to properly intervene and protect a customer, it might then be fair and reasonable to say that the firm becomes responsible for the customer's loss. And so, in Miss A's case, it's for me to determine if Santander made an error(s) over the course of the scam and, if so, whether it's fair and reasonable for it to be held responsible for Miss A's losses as a result.

I don't think there was anything unusual in payments 1 to 6. Although they were to a cryptocurrency platform they were of relatively low value and consistent with the value of transactions that Miss A typically made through her account. I do, however, think payment 7 was unusual and should have caused Santander to intervene. The payment was much larger than previous recent transactions on the account and was being made to a higher risk cryptocurrency platform to which there had now been seven payments in a single day of escalating value.

In the circumstances I think Santander should have blocked payment 7 and called Miss A to ask some further questions and on the back of the answers they received to those questions to have provided a tailored warning about the potential for fraud. Indeed, I can see that's exactly what M did later when they blocked a payment Miss A was trying to make to the scammers. Although that was later in the scam journey I think it's likely if Santander had

intervened and called Miss A they would have been able to uncover the scam in the same way and that Miss A would've been dissuaded from making further payments. While Miss A was initially reluctant to accept M's suggestion she may be the subject of a scam they were able to explain that the job had all the hallmarks of a job scam and to describe how genuine job opportunities wouldn't be unsolicited, wouldn't require her to make payments, wouldn't offer a position without an interview and would be likely to provide a contract of employment. I think Santander would have been able to make the same points had they intervened and as Miss A accepted M's argument and stopped making payments I think it's likely she would have accepted theirs too.

So I think it's fair to hold Santander responsible for the losses Miss A incurred from and including payments 7 to 15. Payment 16 doesn't appear to have ever been paid to the scammers so it wouldn't be fair to ask Santander to refund that.

I've considered carefully whether Miss A should hold some responsibility for her loss by way of contributory negligence. Accepting that she is not the fraud expert - that is the role of Santander, I do think she missed some clear signs that the opportunity might not be legitimate.

Having to pay money upfront to do a paid job is unusual and should have raised Miss A's suspicions, particularly as it seems Miss A had no contractual terms of employment to review and accept. And to have to make such payments in cryptocurrency should also have been a red flag. There was no interview for the job and commission seemed too good to be true.

In the round, I have not seen that Miss A carried out an adequate level of independent checks before going ahead despite there being a number of red flags.

It follows I think the parties are equally liable.

I am therefore instructing Santander to refund 50% of Miss A's loss from payment 7 to payment 15 (inclusive). They can deduct the £105.54 that Miss A received from the scammers from the refund.

I've thought about whether Santander ought to have done more when alerted to the fraud and I've decided it couldn't have. Recovery wouldn't have been an option, as the funds were converted into cryptocurrency at the beneficiary account shortly after the disputed transactions and sent onto the scammer or where quickly passed from M to the crypto platform before being treated in the same manner. I also haven't seen any customer service issues that I consider would warrant an award – and the interest applied to the redress should compensate Miss A sufficiently for the time she was deprived of use of her funds.

Miss A has complained about Santander, and I've found it was at fault and could have prevented her loss. Other parties involved in the payment journey might also have helped reveal the scam. But I am dealing with the complaint that is before me, and I've found there are fair and reasonable grounds for recovery of loss from Santander. I'm not persuaded others need to share that liability here.

Putting things right

The principal aim of any award I make must be to return Miss A to the position she'd now be in but for the errors or inappropriate actions of Santander, while allowing for any responsibility she should reasonably bear. If Santander had carried out an appropriate intervention as I've described, I'm satisfied the scam would have been stopped and Miss A would have retained the money that was lost from payment 7 to payment 15 (inclusive). As outlined above, I've applied a 50% deduction to the amounts to be refunded in recognition of Miss A's own contribution towards the loss.

To put things right, Santander should pay Miss A compensation of A + B, where:

- A = a refund of 50% of payments 7 to 15 less £105.54; and
- B = simple interest on the amount being refunded in A at 8% per year from the date of the payment to the date compensation is paid.

Interest is intended to compensate Miss A for the period she was unable to use this money. HM Revenue & Customs (HMRC) requires Santander to deduct tax from any interest. It must provide Miss A with a certificate showing how much tax has been deducted if she asks for one.

My final decision

My final decision is that I partly uphold this complaint. Subject to Miss A's acceptance, Santander UK Plc should now put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 11 February 2026.

Phillip McMahon
Ombudsman