

## **The complaint**

Miss O complains that Bank of Scotland plc trading as Halifax (“Halifax”) won’t refund over £30,000 she lost to a fake job scam.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat everything again here. In brief, Miss O fell victim to a fake job scam after receiving a message via a messaging service - I will call the scammer ‘B’. B told Miss O that she would be paid for completing a number of tasks, but she would have to send B crypto in order to unlock the payments.

Miss O made over 20 debit card payments totalling over £30,000 between 9 January 2023 and 16 January 2023 to a crypto exchange. The funds were then converted into crypto and were sent onto B.

Miss O realised she had been scammed after she was continually pressured into paying more money to B.

Miss O asked Halifax to refund these payments as she believes Halifax should have done more to prevent her from being scammed. Halifax did not agree with this.

One of investigators looked into this matter and he thought that the scam would not have been stopped regardless of how much Halifax intervened. So, he did not uphold this complaint.

Miss O did not agree with this and therefore her complaint has been passed to me to issue 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.

It isn’t in dispute that Miss O has fallen victim to a scam here, nor that she authorised the disputed payments she made to the scammer (where her funds were subsequently transferred on to the scammers from her crypto wallets). The payments were requested by her using her legitimate security credentials provided by Halifax, and the starting position is that banks ought to follow the instructions given by their customers, in order for legitimate payments to be made as instructed.

However, I’ve considered whether Halifax should have done more to prevent Miss O from falling victim to the scam, as there are some situations in which a bank should reasonably have had a closer look at the circumstances surrounding a particular transfer. For example, if it was particularly out of character for that account holder.

In this instance, I can see that Halifax did intervene on 13 January 2023 by calling Miss O I can see that she was asked to attend a branch to carry out the transactions. I don't think that a further intervention either before this point or after this point would have stopped the scam. Let me explain why.

My understanding is that Halifax asked Miss O to attend a branch in order to remove a block on her account as Halifax were concerned that Miss O may be being scammed. When Miss O attended the branch, the police also attended and it seems as if she told Halifax that she was investing in crypto on her own behalf and that nobody was asking her to make the payments. Due to Miss O's answers, Halifax unblocked her account and allowed her to make further payments.

I am not sure what else was said during this conversation or what warnings were given but it is clear that despite this intervention Miss O continued to send funds to the scammer.

So, in this instance I don't think any further interventions would have stopped Miss O from being scammed and so I can't reasonably hold Halifax liable for Miss O's loss

I've also thought about whether Halifax could have done more to recover the funds after Miss O reported the fraud, but in this instance for the debit card payments a chargeback would not have been successful as she received the crypto she had paid for.

Halifax was also under no obligation to refund the money to Miss O under the Contingent Reimbursement Model (CRM) Code either, as the Code does not apply to transfers which the payer has effectively made to themselves.

I appreciate this will likely come as a disappointment to Miss O, and I'm sorry to hear she have been the victim of a cruel scam. However, I'm not persuaded that Halifax can fairly or reasonably be held liable for her loss in these circumstances.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 28 March 2024.

Charlie Newton  
**Ombudsman**