

The complaint

Ms B complains that Bank of Scotland plc trading as Halifax refund the full amount of money she lost to a scam.

What happened

Ms B saw an advertisement on social media for a job opportunity where she could work from home. She provided her details and shortly after was contacted via a third-party message service.

The job required her to review products such as handbags and shoes to help sellers increase their ratings and online profile. To earn commission, she needed to complete a set of thirty-eight tasks, however the account kept falling into a negative balance, which meant she'd need to credit the account with her own funds to complete the set of tasks.

Ms B says topped up the account several times using cryptocurrency on the advice of the recruiter and was able to continue completing the tasks, however once she wanted to withdraw the funds she was asked to pay withdrawal fees and payments for tax.

Once these fees were paid, Ms B was asked to pay another charge, which is when she realised she'd been scammed.

Ms B contacted Halifax shortly after the scam took place to report it but as she'd authorised the payments Halifax declined to refund them.

Ms B later complained to Halifax using a claims management company ("CMC") saying that she was unhappy the payments had not been refunded.

Halifax investigated the complaint and agreed they could have done more to protect Ms B from falling victim to a scam. They offered to pay £17,258.20, which was a 50% refund of the loss from the second payment Ms B made onwards plus 8% simple interest. A further £150 was paid for the distress and inconvenience which had been caused.

Ms B remained unhappy with the outcome as she wanted the full amount returned. So, she brought the complaint to our service.

Our investigator looked into the complaint but didn't ask Halifax to award any further compensation, as she found the offer to be fair and reasonable. Ms B didn't agree with the investigator's view, so the complaint 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 come to the same outcome as the investigator for largely the same reasons. I'll explain why.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the significant part here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'd like to start by saying that I'm sorry to hear of the financial difficulties which Ms B has found herself in following the passing of her father and husband. I can imagine that losing money to a scam at this already challenging time has had a profound impact on her life.

What did Halifax do, and should they have done more?

Ms B made several card payments to genuine cryptocurrency merchants. The first payment was for £71. Halifax has provided some screenshots indicating that this payment was initially declined.

When reviewing the information Halifax supplied, I think it's reasonable to say that this was likely stopped to ensure it was Ms B using her card and she hadn't fallen victim to an account takeover. I can see Halifax verified the mobile device the payment was being made from to satisfy themselves the payment was genuine before it was processed.

This was reasonable and based on the value I don't think Halifax ought to have viewed this with further suspicion or intervened any further.

The second payment was for £340, and this was blocked by Halifax's fraud prevention system and required Ms B to contact Halifax.

I've listened to this call and Ms B confirms that the payment is being sent to a friend's company for something which she had purchased. Ms B goes on to say she'd not used this cryptocurrency platform before, and she had been completing reviews on a platform which was recommended by a friend. She confirmed no one had asked her to make this payment and no one was forcing her. She said the currency on the platform needed to be sent in cryptocurrency and then converted into pounds.

Ms B confirms the friend was guiding her and the payment was being made to top up the account.

Given the prevalence of job scams by July 2024 when this payment was made, I'd have expected Halifax to have recognised that what Ms B was describing was indicative of a job scam. I'd have expected the agent to have asked further probing questions and provided specific warnings relating to these scams.

Whilst Ms B didn't provide entirely accurate information to Halifax regarding the circumstances of the scam and how she found out about the job, I think a strong targeted warning relating to job scams would have prevented any further payments being made. I say this because I've seen no evidence in the communication with the scammer that suggests that Ms B agreed to disregard any warnings provided by the bank.

I do note when Halifax called Ms B she was in direct communication with the scammer who said:

Just say you're transferring money to your friend abroad, in which case they'll go through it pretty quickly.

However, we know that Ms B didn't follow the directions of the scammer during the call, this implies that Ms B was not so taken in by the scam that she'd provide the bank false information about the reason for the payment.

I've also seen no indication that Ms B expressed mistrust of Halifax or financial firms in general. Neither do I think the conversation demonstrated a closeness of relationship that Halifax would have found it difficult to counter through a warning. I also note that this was the beginning of the scam, so Ms B was not as invested as she would have been as the scam went on.

Therefore, on the balance of probabilities, had Halifax provided Ms B with an impactful warning that gave details about job scams and how she could protect herself from the risk of fraud I don't think the payments would have been made. Halifax has also acknowledged that this call could have been handled better and has accepted shared liability from this point onwards.

Did Ms B act reasonably in the circumstances?

In order to reach a fair outcome on the case I've considered Ms B's actions or in-actions to determine whether she should share liability for her loss.

In considering this point, I've taken into account what the law says about contributory negligence as well as what I consider to be fair and reasonable in the circumstances of this complaint.

I acknowledge that Ms B has told us that at the time of the scam she was going through a challenging time following the loss of her husband and father. I also note that she was struggling financially and the prospect of a work from home job sounded appealing and the recruiter was persuasive.

However, there were several factors which I think should have alerted Ms B to the unusual nature of the job role.

Ms B was being asked to review products which she had never used and was being offered a guaranteed salary of 3000 USDT plus bonuses each month, which is over £2,000 using today's conversion rate. Based on the amount of time it took to complete the daily tasks I consider this to be 'too good to be true.'

She was also paying money towards a job that she was meant to be receiving a salary for, which is not typically how employment works. It was especially unusual that this needed to be in cryptocurrency.

I can't see Ms B has taken any steps to verify the legitimacy of the job before sending money - especially given that she'd not needed to interview for the role, nor had she received any formal contract of employment or documentation.

For the reasons I've explained I think Ms B should bear some liability for her loss because she hasn't acted reasonably in the circumstances of this case. Therefore, I believe liability should be shared equally between both parties.

Halifax offered to refund 50% of the value of the payments from payment two onwards. They also awarded 8% interest and paid £150 compensation for distress and inconvenience.

I consider this to be a fair offer and in line with what I'd have recommended, including the compensation for the service failings, so I don't think Halifax needs to take any further action in respect of the complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 20 August 2025.

Tom Wagstaff
Ombudsman