

The complaint

Miss A complains that Bank of Scotland plc, trading as Halifax, won't refund money she says she lost to an investment scam.

Miss A is professionally represented, however, to keep things simple, I'll refer to Miss A throughout my decision.

What happened

The details of the complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the reasons for my 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.

Having done so, I agree with the conclusions reached by the Investigator for the following reasons.

I've firstly considered the Contingent Reimbursement Model (CRM) model, which can offer a potential means of obtaining a refund following scams like this one. Here however, the payments aren't covered by it. This is because the payments were made to a crypto wallet in Miss A's own name, with a legitimate crypto provider. I've therefore considered whether it would otherwise be fair and reasonable to hold Halifax responsible for Miss A's loss.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probability – 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.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. Halifax are expected to process authorised payment instructions without undue delay. But as a bank, they also have long-standing obligations to help protect customers from financial harm from fraud and scams. Those obligations are however predicated on there having been a fraud or scam. And so, it would only be reasonable for me to consider whether Halifax is responsible for the loss Miss A claims to have suffered if, indeed, she has been scammed. I've therefore considered whether Miss A was a victim of a scam.

It isn't in dispute that Miss A sent payments from her Halifax account to a crypto exchange in her own name. However, I can't be certain what happened to the funds after they entered the crypto exchange. So, I've looked at the limited information Miss A has provided when considering whether Miss A was scammed or not.

From what's been provided, I can't see anything to show that Miss A made these payments to, or from the crypto exchange, specifically for the investment scam she says she fell victim to.

And while I don't dispute Miss A's version of events, our service has asked Miss A to provide further evidence, which hasn't been provided. I want to highlight at this stage I haven't overlooked Miss A's difficult circumstances, or the challenges she's faced in obtaining certain evidence.

On balance, I can't be entirely satisfied Miss A fell victim to the investment scam. However, for the sake of completeness, even if I were to accept Miss A sent the payments to the investment scam, I don't think Halifax would be responsible for her loss. This is because the payments were mostly of low value, spread out over the course of 19 months and going to a legitimate crypto exchange. As a result, I wouldn't have expected Halifax to have carried out any additional checks before processing them. So, I can't say they were responsible for the loss Miss A suffered.

I've also thought about whether Halifax could've done more to recover the funds after Miss A reported the fraud. In this instance, as the payments were made by debit card, the only method of recovery would be to attempt a chargeback. But this likely wouldn't have been successful. This is because the service Miss A paid for from the crypto exchange was provided.

I have a great deal of sympathy for Miss A and the loss she's suffered. But it would only be fair for me to direct Halifax to refund her loss if I thought they were responsible – and I'm not persuaded this was the case.

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 Miss A to accept or reject my decision before 14 November 2025.

Israr Ahmed
Ombudsman