

The complaint

Mr T is unhappy that Bank of Scotland trading as Halifax won't refund money he says he lost to a scam.

What happened

The details of the complaint are well known to both parties, so I will not 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 investigator's findings for broadly the same circumstances, I will explain why.

Banks have various and long-standing obligations to be alert to fraud and scams and to act in their customers' best interests. These are predicated on there having been a fraud or scam. So, a first consideration in determining Halifax's obligations here would normally be:

- was Mr T scammed as he alleged and to establish the loss he suffered.

And while I don't dispute Mr T's version of events, our service has asked Mr T's representative on several occasions to provide further evidence. I want to highlight at this stage I haven't overlooked Mr T's difficult circumstances, or the challenges he may face obtaining certain evidence.

However, given the circumstances of this complaint and how the scam evolved, I don't think it is unreasonable to conclude that Mr T would be able to provide some evidence of the loss as a result of a scam, such as his crypto currency statements showing the funds being transferred to a third-party's account or evidence the funds were lost to the alleged scammer. Or scam conversations demonstrating the scammer provided Mr T with the details of where to send the funds to and discussions surrounding the alleged 'investment' scam. I've considered Mr T's testimony and while I can only be satisfied that he made the transactions on his account, I can't be satisfied that the beneficiary of the funds was the scammer. Ultimately, I haven't seen anything to specifically show that the transactions in questions were carried out in relation to a scam.

As I have explained above, even if I were to be satisfied Mr T had fallen victim to a scam, I'm unable to establish the actual loss he claims to have suffered. This is because I'm not satisfied the source of funds used in relation to some of the disputed transactions has been evidenced. Nor can I be satisfied that Mr T didn't benefit from some of the transactions - due to an absence of evidence of why they were made.

And without being able to establish the loss actually suffered (if any), I can't fairly or reasonably direct Halifax to refund Mr T the disputed transactions.

Therefore, it follows, I won't be asking Halifax to do anything further.

I note that Mr T's representative has said that he wants £300 compensation for the distress and inconvenience caused. Whilst I don't dispute Mr T would have felt distressed and inconvenienced by the alleged scams he says he fell victim to, I haven't seen any evidence to persuade me that Halifax should pay Mr T compensation as a result.

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 Mr T to accept or reject my decision before 31 July 2025.

Jade Rowe
Ombudsman