

The complaint

Miss K is unhappy that Bank of Scotland plc, trading as Halifax, won't reimburse all the losses arising from payments she made towards a scam.

What happened

The key events of this complaint are already known to both parties, so I won't repeat everything in detail here. In summary, Miss K fell victim to a job scam in which she was misled into believing she was completing app-review tasks in return for commission. To carry out these tasks, she was instructed to deposit increasing amounts of money via an account she setup with an electronic money institution (TapTap Send) and then forward those funds to several international recipients.

Miss K received a £100 credit early in the scam, which reinforced her belief that the opportunity was genuine. However, the deposits required to complete the tasks soon escalated sharply. When she was no longer able to continue and asked to withdraw the money she had already paid, she was told this wasn't possible and that further funds were needed. It was at this point that she realised she had been scammed.

The seven card payments and one credit involving the Halifax account are outlined below:

Disputed Payment number	Date and time	Payee/Merchant	Amount
1	19 April 2025, 3.03pm	TapTap Send	-£80
	19 April 2025, 4.13pm	Credit from scammer	+£100
2	20 April 2025, 2.19pm	TapTap Send	-£170
3	20 April 2025, 3.36pm	TapTap Send	-£570
4	20 April 2025, 4.23pm	TapTap Send	-£1400
5	20 April 2025, 5.23pm	TapTap Send	-£1369
6	21 April 2025, 5.38pm	TapTap Send	-£1369
7	21 April 2025, 5.43pm	TapTap Send	-£1369

In response to Miss K's complaint, Halifax accepted that it could have done more to support her and offered to refund 50% of the losses incurred from the fourth payment onwards to TapTap Send. It also included an interest payment and £40 in compensation. This offer was made on the condition that the debit card used for the transactions was cancelled.

Miss K did not accept the offer and referred the matter to our service, seeking full reimbursement for the losses. She also felt Halifax was placing undue pressure on her by making the offer conditional on cancelling the card that was used to make the payments. Halifax explained to us that it had repeatedly reassured Miss K that cancelling the card in order to receive their offer would not affect her right to refer the complaint to our service, should she wish to pursue it further.

One of our investigators reviewed the complaint and concluded that Halifax's offer represented a fair resolution. He did not consider that Halifax could reasonably have identified that Miss K was at risk of a scam any earlier than the fourth payment to TapTap Send. He also felt it was appropriate for liability for the losses from that point to be shared, to reflect both the missed opportunities for Halifax to identify potential concerns and Miss K's failure to recognise that the supposed opportunity was not credible.

Miss K felt this was an unfair outcome and asked for a final decision from an ombudsman. In summary, she said:

- Halifax should be fully responsible for all the losses. The bank had a duty to take reasonable steps to prevent foreseeable harm, but it failed to do so by not acting when it should have.
- It is unreasonable to place any liability on her for falling victim to a sophisticated scam. She reasonably believed she was working for a legitimate company.
- The financial and emotional impact of the scam has been devastating for her. Suggesting she bears partial responsibility only adds to her distress.

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 that Halifax's offer represents a fair and reasonable resolution to the complaint. I know Miss K will be very disappointed by this, and I want to reassure her that I have considered everything she has told us, both before and after the investigator's assessment. I also recognise that she has waited a long time for this decision, and I'm grateful for her patience. Fraud is deeply distressing, and I don't underestimate the impact this has had on her.

I appreciate how important this matter is to Miss K, and I want to ensure she understands how I have reached my decision, even if she disagrees with it. While I have carefully reviewed all her submissions, I hope she will not feel that I am overlooking any of her points if I focus here on what I consider to be the key considerations in a case such as this, rather than addressing every point she made individually.

Initial Considerations

It's not in dispute that Miss K authorised the payments to TapTap Send. Under the Payment Services Regulations 2017, there are no specific protections for losses arising from authorised payments, even when a customer has been the victim of a scam. While Miss K also highlighted the Faster Payment Scheme (FPS) Reimbursement Rules, these don't apply to card payments and would not be applicable to this case.

Therefore, the starting point is that Miss K is liable for the transactions to TapTap Send. However, that is not the end of the matter. When taking into account the relevant regulations, industry guidance and good practice, there are circumstances in which Halifax may be expected to take additional steps or carry out further checks before processing a payment, to help protect customers from the risk of fraud.

The payment activity

Miss K provided detailed arguments about how Halifax failed to adequately protect her from the scam. This overall point is not disputed by the bank and was also accepted by the investigator. However, because Miss K is seeking full reimbursement of her loss, the key question is whether Halifax should reasonably have identified that she was at risk and

intervened earlier than the fourth payment to TapTap Send, which is the point from which the bank has already accepted partial responsibility.

In summary, I don't think Halifax missed an opportunity to identify the risk of a scam at an earlier stage. The first three payments, whether viewed individually or together, weren't sufficiently unusual to require intervention. They were relatively low in value and not inconsistent with Miss K's prior account activity, so I don't think there was an obvious risk of financial harm at that point. Banks must strike a balance when monitoring customer activity, as intervening too readily can lead to disproportionate and unnecessary disruption to normal banking use.

However, the position changed with the fourth payment Miss K made. It represented a clear increase in value and followed two earlier payments to the same merchant within a short period of two hours. At that stage, the cumulative pattern suggested a heightened risk, and I consider Halifax should reasonably have sought further information from Miss K before allowing the payment to proceed. The repeated and escalating nature of the transactions meant additional scrutiny was warranted.

Since it is not disputed that an intervention at that stage would likely have prevented any further losses, I don't think anything more needs to be said on that point. I therefore consider it fair and reasonable to find that Halifax could have taken additional steps to prevent the losses from the fourth payment onwards.

Contributory Negligence

While Miss K is clearly a victim in what happened, a fair assessment requires me to consider both Halifax's actions and hers when assessing liability. This is not about blaming Miss K, as I can see she feels has happened here, but about reaching a balanced and proportionate outcome. I hope Miss K understands that reviewing her actions is a necessary part of this assessment, not a reflection on her status as a victim.

Among other things, Miss K described the scam as psychologically manipulative, deceptive and coercive. I don't dispute that. However, even taking this into account, I do think there were identifiable warning signs and missed opportunities for her to question the legitimacy of the scheme. For example:

- The opportunity was presented through unsolicited contact, and most of the communication took place over WhatsApp. This is not typical of legitimate employment arrangements, even for remote roles.
- There was also no contract provided before she began the tasks. Although Miss K queried this, I don't think the explanation she was given—that a contract was not needed during a probation period—was credible.
- Miss K was being promised high commissions for submitting positive reviews of mobile applications, yet she wasn't required to use the apps or provide genuine feedback. This meant the reviews weren't legitimate, and the nature of the work should reasonably have raised concerns about the authenticity of the opportunity.
- The practice of having to deposit your own funds, in escalating sums, to have the right to take part in tasks to earn commissions work was questionable.
- Miss K initially set up an alternative account with a firm similar to TapTap Send (Profee) to transfer funds to the recipients provided by the scammers. For the first task involving her own money, she was given details of a payee based abroad. When she encountered difficulties with Profee and was told to switch to TapTap Send, she was then given a completely different payee in another country for the same task. I think this change in payees should reasonably have raised concern, alongside the absence of any clear connection between either individual and the task being undertaken.

- When Miss K first told the scammer she couldn't afford a payment for a specific task, she was encouraged to borrow money in order to continue. She was also assured that she would be able to withdraw her funds after completing that task, but this didn't happen. Instead, further tasks were generated which required even larger payments, with no withdrawals ever being possible. This meant she had to continue borrowing to proceed.

I am conscious that outlining my reasoning may be perceived by Miss K as attributing fault, and I am sorry if it feels that way. Nonetheless, it is necessary for me to explain why I consider a 50% deduction for contributory negligence to be fair, based on my view that she was not as careful with these payments as I would reasonably expect.

Vulnerability

Miss K also said she was a vulnerable consumer at the time of the scam. However, I haven't seen anything to show there were specific factors that would have made it significantly harder for her to protect herself from this type of scam, such that Halifax should bear the full loss. While I don't minimise the situation she was in or the impact this has had on her, I don't think her circumstances make it unfair to reach a conclusion that takes account of her own missed opportunities to identify the concerns I've outlined above.

Recovery

While Halifax made efforts to recover the funds, there was no realistic prospect that this would be successful. Miss K had used the money sent to TapTap Send in subsequent transfers away from that firm. In these circumstances, there was nothing more that Halifax could reasonably do to recover the funds.

Interest and Compensation

Halifax's offer included 8% interest on the refunded amount, along with £40 compensation to reflect that it could have done more to prevent the losses. Miss K did not challenge either aspect of this offer. The award of interest is consistent with what our service would typically recommend where a complainant has been deprived of funds as a result of losses the bank could have helped to prevent. I have no further recommendations or comments to add in respect to the separate compensation that Halifax decided to offer Miss K in this case.

The card cancellation

Finally, I don't feel Halifax put undue pressure on Miss K when asking her to cancel her debit card. That said, I'm not entirely convinced the request was necessary, as my understanding is that the card was used only on TapTap Send rather than being compromised on the platform used by the scammer.

I do, however, understand why Halifax may have made this request. It was likely a precaution aimed at protecting Miss K from any potential further losses if the card details had been compromised. I've also seen no evidence to suggest Halifax was trying to deter her from referring her complaint to us by making the refund conditional on cancelling the card. The bank's complaint notes indicate it confirmed several times that she could accept the offer and still pursue her complaint with our service. Its final response letter also set out her referral rights, as required.

To eliminate any potential outstanding risk, I think the pragmatic approach in this case is for Miss K to cancel the card as requested by Halifax if she hasn't already.

Putting things right

If it hasn't already, Bank of Scotland plc must:

- Reimburse 50% of the losses incurred from the fourth to the seventh payments to TapTap Spend.

- Pay simple interest on this amount at a rate of 8% per year, calculated from the date of each payment to the date of settlement*.
- Pay £40 compensation.

*If Bank of Scotland plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss K how much it has taken off. It should also give Miss K a tax deduction certificate if she asks for one.

My final decision

My final decision is that I uphold Miss K's complaint in part. Bank of Scotland Plc must put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 26 February 2026.

James Abbott
Ombudsman