

The complaint

Mr J complains that Handelsbanken plc won't reimburse him after he lost money to an investment scam.

What happened

Your text here

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.

Mr J has explained that his wife saw a 'pop-up' on her phone regarding an opportunity to invest in a firm I'll refer to as 'M'. Mr J researched the company online and saw positive reviews regarding other's apparent experiences, and so decided to invest.

Mr J had a phone call with an individual purporting to be an account manager, and made an initial payment of £178.43 via card payment to a company I'll refer to as 'A'. Mr J was given details for a 'portal', which appeared to show his investment and its performance. Encouraged by his investment performance, in a further call a few days later, Mr J made three further payments to the investment (the payment values being £1,496.81, £1,491.59 and for £1,104.92). After these payments, Mr J continued making payments towards the scam, but from another of his banking providers. Therefore, this complaint relates solely to the four transactions referenced here.

When Mr J attempted to make a withdrawal from his investment, he was told he would first need to pay a fee. At this point Mr J became aware that he may have fallen victim to a scam and contacted his bank, Handelsbanken, to make a claim.

Handelsbanken considered Mr J's claim and provided a temporary reimbursement of funds in the interim. Over four months later, Handelsbanken determined that it was not liable for Mr J's losses and re-debited his account.

Unhappy with this response, Mr J brought his complaint to our service. An Investigator considered the complaint and upheld it in part. She didn't think the payments Mr J had made were so out of character that Handelsbanken acted unreasonably by not questioning them further, prior to processing the payments. However, she did think the length of time taken for Handelsbanken to consider the claim was unreasonable and therefore recommended a compensation payment of £150.

Handelsbanken accepted the Investigator's view but Mr J didn't. He questioned what protection was in place for payments such as his at the time they were made. He's also questioned the relevance of warnings on the genuine website of 'A' that Handelsbanken have referenced, warning about scam investments.

As Mr J disagreed with the Investigator's view, the complaint has been referred to me for a final decision.

Putting things right

In broad terms, the starting position in law is that Handelsbanken is expected to process payments that a customer authorises it to make, in accordance with the terms and conditions of the customer's account and the Payment Services Regulations 2017 (PSR's). And, generally, Handelsbanken can hold Mr J liable for disputed transactions if the evidence suggests he authorised the payments, which isn't in dispute here.

Mr J's payments were made using his debit card. Therefore, Handelsbanken had the option available to it to submit a chargeback, which deals with disputes between card issuers (Handelsbanken) and merchants. A chargeback isn't an automatic right - and banks don't have to raise a chargeback. But in this case, Handelsbanken did.

The merchant that received Mr J's funds defended the chargeback and Handelsbanken further proceeded to pre-arbitration processes but again, this was successfully defended. I think the steps Handelsbanken made in pursuing a chargeback were fair and any further steps it could've taken wouldn't have had reasonable prospects of success.

I say this because Mr J authenticated the payments (which would impact any chargeback raised on the grounds of fraud) and a service was most likely provided by the merchant (albeit to a third party and not Mr J), which would impact a chargeback made on the grounds of a service not being provided.

I therefore don't think Mr J had any reasonable prospects of being refunded his losses via a chargeback claim.

Is there any other reason I could ask Handelsbanken to refund Mr J?

I've thought about the payments Mr J made and whether there's anything further Handelsbanken could reasonably have done to protect him from financial harm from fraud.

Taking into account relevant law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider that when these payments were made in 2024, Handelsbanken should have been monitoring accounts and any payments made or received, to counter various risks including fraud and scams. However, I also have to bear in mind that Handelsbanken will process thousands of genuine payments daily – many of which will look the same as those made by Mr J. Handelsbanken therefore has a difficult balancing act to manage between protecting its customers, while also not inconveniencing customers making genuine transactions. I therefore think it's reasonable that there should be some form of 'trigger point' in a payment journey before I would expect a form of intervention by a firm.

I've therefore thought about the payments Mr J made towards this scam and whether they were sufficiently out of character for his account to require intervention. In doing so, I've considered the size of the payments in comparison to his usual spending, the number of payments in one day and what else Handelsbanken knew about the payments.

Having reviewed Mr J's statements for the year leading up to the scam, while the scam payments were larger than *most*, I can also see that Mr J did occasionally make card payments within that time for values much higher than those in dispute. So I don't think the payment values alone were particularly concerning for Handelsbanken.

I've thought about the fact that there were three payments within one day, and whether this 'pattern' was sufficient to have caused further intervention. I accept this point is finely balanced and by the third payment, the beginnings of a trend were emerging. However, having considered the matter carefully, I can't conclude that Handelsbanken acted unreasonably by not intervening at this point. I just can't agree that the payments by this point were sufficiently out of character or concerning that further intervention was necessary. This is particularly the case given that Handelsbanken would have had details of where Mr J's funds were being sent, which – from my own research – appears to be a genuine merchant – and that Handelsbanken could also see the payment was being made from an IP address matching Mr J's usual location – supporting that it was indeed him making the payments.

Therefore while I'm sorry to disappoint Mr J, I'm not persuaded that Handelsbanken ought to have done more here before processing the card payments made towards the scam.

Reverting to Mr J's concerns about the payment he made to A – if it helps provide clarity, it appears there is a genuine firm in the name of A, but also others that have impersonated A. And Handelsbanken, in its communication with Mr J, was referencing the available warnings about these impersonations on A's website. However I don't think this is of particular relevance here, as I haven't found Handelsbanken liable for Mr J's losses in any event – therefore I don't need to go on to consider what further steps Mr J himself ought to have taken, prior to making these payments to assure himself of the firm's legitimacy.

Additionally, I appreciate Mr J has raised concerns about another complaint he has with our service where a different outcome was reached. I'd like to assure Mr J that each complaint is considered on its own individual merits, based on all factors of a complaint. Therefore, while I appreciate the payments relate to the same *scam*, factors about the payments and banks themselves will differ and this requires different considerations.

Moving on to Mr J's complaint that Handelsbanken re-debited his account, I've considered the evidence available for how this was communicated with Mr J. Mr J seems to accept he was advised that payments were 'subject to recourse' and it appears from the available evidence that Mr J was made aware that the payments would be re-debited shortly before this happened. I therefore don't think Handelsbanken acted unfairly by misleading Mr J on the process, or that it provided incorrect information during the process. Again, in a bid to provide clarification, I want to assure Mr J that the payments weren't re-debited based on Handelsbanken considering these payments were made to a genuine investment. Everyone appears to be in agreement that this *was* a scam. It's a relatively standard part of a chargeback process that while a chargeback is being attempted, a temporary refund is provided – however, when this chargeback was unsuccessful, for the reasons I've listed (and agreed with) above, Handelsbanken determined it wasn't liable for losses Mr J incurred, which is why the payments were re-debited.

However, I do agree with our Investigator that the time taken for Handelsbanken to consider Mr J's claim and provide him with an answer was unreasonable, and that its reasons given for the delays were insufficient for such a delay. And I don't doubt that this would have exacerbated the distress this scam had already caused Mr J. I therefore think the £150 awarded already to Mr J is fair in acknowledging these delays.

Therefore, while I'm very sorry to disappoint Mr J, I haven't concluded that Handelsbanken is responsible for the losses he incurred to this scam and I'm therefore not recommending it reimburses his losses.

My final decision

My final decision is I don't uphold Mr J's complaint against Handelsbanken plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 2 March 2026.

Kirsty Upton
Ombudsman