

## The complaint

Miss P is unhappy HSBC UK Bank Plc will not refund the money that she lost as the result of a scam.

## What happened

As both parties are familiar with the details of the scam, I won't repeat them here in full. In summary, Miss P fell victim to a job/task scam. She found the opportunity on a social media platform and was then contacted by the scammer on a messaging app. She was offered the opportunity to complete tasks online (watching and 'liking' or subscribing to videos on an online video-sharing platform) to earn commission. She was told that to access the tasks she first needed to send funds via an online payment platform. She made the following debit card payments to a digital wallet in her name, and from there onto the scammer:

payment	date	value
1	23/04/2025	£10.53
2	23/04/2025	£30.74
3	23/04/2025	£163.94
4	23/04/2025	£799.22

Miss P realised she had been scammed after speaking with one of her family members. She reported the scam to HSBC on 24 April 2025.

Miss P says HSBC did not do enough to protect her money. This has caused her significant stress and financial instability. When she reported the scam to HSBC it gave her false hope that the money would be recovered. And it has treated the payments as authorised, but she was tricked and under pressure.

HSBC says there were no errors on its part, Miss P authorised the payments.

Our investigator did not uphold Miss P's complaint. She did not think the payments were such that HSBC ought to have intervened.

Miss P disagreed with this assessment and asked for an ombudsman's review.

## 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.

In broad terms, the starting position at law is that HSBC is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (2017) and the terms and conditions of the customer's account. There is no dispute here that Miss P authorised these payments, albeit that she was tricked as part of scam and under pressure.

However, it doesn't stop there. Taking into account relevant law, regulatory rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that by April 2025 HSBC should have:

- been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, taken additional steps, or made additional checks, or provided additional warnings, before processing a payment; and
- been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multistage fraud by scammers) and the different risks these can present to consumers, when deciding whether to intervene.

To note, as the payments were made by debit card the Faster Payment Service's mandatory scam reimbursement rules do not apply. These rules were introduced on 7 October 2024 and superseded the Contingent Reimbursement Model (CRM) code that both parties have referred to.

In this overall context, I do not find HSBC can be held liable for Miss P's losses. I'll explain why.

I do not find they had sufficiently clear characteristics that ought to have led HSBC to conclude Miss P was at risk of possible financial harm. They were not high value (in the context of all the payments HSBC processes) - whilst payment 4 was higher than Miss P's typical transaction values it is not uncommon for people to make an occasional higher value payment. They were going to an account in Miss P's name at a regulated payment platform. Whilst made on the same day, they were not made in quick succession, rather than over a number of hours. And they did not drain Miss P's account.

There is a balance to be struck. Banks have obligations to be alert to fraud and scams and to act in their customers' best interests. But they can't reasonably be involved in every transaction, this would cause unsustainable disruption to legitimate payments activity.

Overall, I am satisfied that HSBC did not miss any indicators of possible financial harm. It follows I cannot find it at fault for not intervening before following Miss P's payment instructions.

So HSBC cannot fairly be held liable for Miss P's loss.

I have then considered if HSBC did what we would expect to try to recover Miss P's money once she had reported the scam. As the payments were made by debit card the opportunity to recover the funds would be through the chargeback scheme. But I don't consider that any chargeback claims would have had any prospect of success. There would have been no valid chargeback right given there was no dispute that the online payment platform provided the service it sold to Miss P. The funds appeared in her digital wallets, which she subsequently sent to the scammer. So I can't say there was any failing in this regard on HSBC's part.

It follows I am not instructing HSBC to refund any money to Miss P. This is a difficult decision to make. I'm sorry Miss P has lost a considerable amount of money and I can understand why she would like to be compensated for her loss. I do accept Miss P has fallen victim to a sophisticated scam. But I can only consider whether the bank, which had no involvement in the scam itself, should be held responsible for what happened. For the reasons set out above I do not find HSBC can be held liable in the circumstances of this case.

Finally, Miss P raised that HSBC gave her false hope when she reported the scam. I have listened to the call. The first agent was clear that she couldn't give any promises about recovering the money as the case had to be investigated. The second agent said the bank would do its best to resolve the matter, which may have led Miss P to believe she would get her money back. But the agent did not say that, rather I find she was trying to be empathetic as it was clear Miss P was distressed. I can understand why Miss P might have taken from the call that there would be a refund, but this was never confirmed by HSBC. Rather it explained that the claim would go for further review now the report was complete, but the agent was clear that she could not guarantee that any money would be returned to Miss P.

### **My final decision**

I am not upholding Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 5 February 2026.

Rebecca Connelley  
**Ombudsman**