

THE COMPLAINT

Mrs E complains that HSBC UK Bank Plc (“HSBC”) will not reimburse her money she says she lost when she fell victim to a scam.

Mrs E is represented by Refundee in this matter. However, where appropriate, I will refer to Mrs E solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mrs E says she has fallen victim to a cryptocurrency related investment scam. She says scammers deceived her into making payments to what she thought was a legitimate investment with Swift Financial Services and FSP Ltd, endorsed by a Member of Parliament. The payments in question were all fund transfers (the payments to Santander went to ClearBank/Crypto.com). The table below was set out in the investigator’s findings, which was not disputed by either party:

Payment Number	Date	Beneficiary / Merchant	Amount
1	4 December 2024	Mrs E (ClearBank/Crypto.com)	£100.00
2	6 December 2024	Mrs E (ClearBank/Crypto.com)	£2,500.00
3	7 December 2024	Mrs E (ClearBank/Crypto.com)	£2,500.00
4	10 December 2024	Mrs E (ClearBank/Crypto.com)	£2,000.00
5	11 December 2024	Mrs E (ClearBank/Crypto.com)	£2,000.00
6	11 December 2024	Santander	£3,000.00
7	11 December 2024	Santander	£3,000.00
8	12 December 2024	Mrs E (ClearBank/Crypto.com)	£2,000.00

9	12 December 2024	Santander	£2,000.00
10	12 December 2024	Santander	£8,000.00
11	16 December 2024	Santander	£2,000.00
12	19 December 2024	Santander	£5,000.00
13	19 December 2024	Mrs E (ClearBank/Crypto.com)	£2,500.00
14	19 December 2024	Santander	£2,500.00
15	20 December 2024	Santander	£10,000.00

Mrs E disputed the above with HSBC. When HSBC refused to reimburse Mrs E, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mrs E did not accept the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- Mrs E has made several payments in this matter. Instead of assessing them individually, I have taken a step back and considered them holistically. Having done so, I take the view that it is arguable that some of Mrs E's payments ought to have appeared out of character to HSBC. For example, the final payments on 11, 12 and 19 December 2024. When each of those transactions are taken together with others made on the same respective days – they amount to large sums of money leaving Mrs E's account on a single day.

- Given the risk identified, I find that it is arguable HSBC ought to have intervened in the transactions. For example, HSBC ought to have telephoned Mrs E to discuss the payments before releasing them. I acknowledge that HSBC provided an automated warning, but I do not find that it adequately reflected the overall risk of Mrs E's payments.
- However, I am not satisfied that had HSBC carried out such interventions they would have made a difference in the circumstances. I take the view that, on the balance of probabilities, Mrs E would have likely frustrated HSBC's attempts to try to protect her from financial harm – thereby alleviating any concerns HSBC may have had. I have reached this conclusion by taking the following points into account:
 - On 5 December 2024, HSBC spoke to Mrs E on at least four separate occasions. On 6 December 2024, HSBC spoke to Mrs E on at least six separate occasions. Those calls, in short, concerned Payment 1 and other attempted payments Mrs E was trying to make to ClearBank.
 - In some of the calls, I think HSBC could have gone further in its interventions. In others, HSBC questioned Mrs E adequately and provided her with safe account/impersonation scam warnings. This was because of the information Mrs E provided regarding the purpose of her payments.
 - In the first call on 5 December 2024, Mrs E told the HSBC agent she was speaking to that Payment 1 was a crypto transaction. However, in Mrs E's subsequent calls, she said that her attempted transactions – to the same payee concerning Payment 1 – were going to her savings account with ClearBank.
 - I do not know why after Payment 1 Mrs E decided to tell HSBC that her transactions were for her savings account, rather than to purchase crypto. I can only assume this was because Mrs E thought by changing her payment purpose HSBC would stop blocking her transactions. Nevertheless, I would have expected HSBC to have probed Mrs E about this discrepancy – particularly given she had changed her story after Payment 1. This is something HSBC failed to do. However, had HSBC done this, I am not persuaded it would have made a difference in the circumstances.
 - I say this because of several telephone calls I have listened to which took place between Santander and Mrs E around the same time in December 2024 (see linked complaint about Santander). In those calls, Santander questioned Mrs E about attempted payments she was making related to the scam concerned. Unlike the HSBC calls, Mrs E told Santander in at least three calls that her payments were to purchase crypto. Notably, Mrs E confirmed that: there was no third-party involvement, no one had told her what to say, she had opened the ClearBank/Crypto.com account herself, and she wanted to purchase Bitcoin before the price of which increased. Santander also provided Mrs E with several investment scam warnings, which were not heeded. Mrs E often suggested in the calls that given her age she knew what she was doing and was too old to fall victim to a scam. Mrs E's answers to the Santander agents were misleading. I say this because there was in fact a third party involved instructing Mrs E about her payments.
 - Therefore, I find that if HSBC had gone further in its interventions – including probing Mrs E about her 'savings account' – it is likely Mrs E would have said the same thing she did to Santander, thereby

alleviating any concerns it may have had. I have not seen anything persuasive to suggest otherwise. Mrs E would have seriously impaired any intervention from HSBC by not mentioning third party involvement.

- In addition to the calls, I have taken into account Refundee's submissions on Mrs E's behalf. They have submitted, amongst other things, several reasons as to why Mrs E "... *felt that this situation was real and believable.*" These reasons include, online research carried out (including using Trustpilot), the professionalism of the scam website and trading platform, and returns Mrs B believed were genuine. Refudnee also submit that Mrs B was taken in even more by the scammer given the fact the scammer was of the same nationality as Mrs B.

Taking all the above points together, they suggest that had HSBC intervened in the payments mentioned above and/or gone further in the calls concerned, it is likely Mrs E would have frustrated this – thereby alleviating any concerns HSBC had. The above points clearly show that Mrs B was under the spell of the scammer at the time and would have likely misled HSBC to get her payments over the line. Mrs E seemed confident and in control during her calls with both HSBC and Santander. She never once mentioned any third-party involvement, or the fact the investment she thought was genuine had been endorsed by a Member of Parliament. In fact, on occasion, Mrs E expressed her frustration with HSBC in terms of it not allowing her to do what she wanted with her own money.

If it could be argued that HSBC should have blocked Mrs E's payments to ClearBank/Crypto.com, I am not persuaded this would have made a difference either. I find it likely Mrs E would have found another way to make her payments. For example, when HSBC informed her that there was a daily limit on crypto payments, she circumvented this by making payments to her Santander account. She also mentioned in the calls that she has many different bank accounts.

Other points

- I have thought about what would have likely happened had HSBC intervened in any of Mrs E's transactions which have not been addressed. Having done so, I am not persuaded the result would be any different to what I have set out above.
- I have seen some WhatsApp messages exchanged between Mrs E and the scammer. On 11 December 2024, I can see that Mrs E showed some concerns about being scammed. However, it appears that the scammer assuaged her concerns. In any event, Mrs E did not exhibit any concerns or noticeable signs during her telephone calls with Santander on or after this date.
- I am not persuaded this is a case where HSBC, contrary to Mrs E's instructions, should have refused to put Mrs E's payments through and/or invoked the banking protocol.
- Turning to recovery. Mrs E's payments went to accounts in her name. Thereafter, those funds were either moved directly to the scammers, or, if not – Mrs E should be able to withdraw them from her own account. Further or alternatively, as Mrs E's payments were made to purchase cryptocurrency – which would have been forwarded on in this form – there would not have been any funds to recover. Further or alternatively, the likelihood that even if prompt action had been taken by HSBC on or immediately after the fraud was reported, any of Mrs E's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed

between Mrs E's payments and when she reported the scam. In these types of scams, fraudsters tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.

- Refundee contend that Mrs E was vulnerable at the time due to the scammer sharing the same nationality as her. Having considered this reason, I am not persuaded it would amount to Mrs E being considered vulnerable. In any event, I am not persuaded that HSBC knew or ought to have known about this at the time. Therefore, I do not find that HSBC should have dealt with Mrs E's payments any differently in this regard.

Conclusion

Taking all the above points together, I do not find that HSBC has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing HSBC to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 27 November 2025.

Tony Massiah
Ombudsman