

## **The complaint**

Mr P has complained that Bank of Scotland plc (trading as Halifax) won't refund the money he says he lost in a scam.

## **What happened**

In 2025, Mr P complained to Halifax via representatives. He said that his payments to his cryptocurrency accounts made over several months in 2022 were made as part of a scam.

Mr P explained that he was messaged on social media and then a messaging app about an offer of remote work. He said he did tasks for commission, but had to pay in his own money, which he did by sending crypto on from his crypto accounts. He said when he ran out of money, the scammers blocked him. However, Mr P said he'd changed phones and so didn't have any evidence of interacting with the scammers or their platform.

Halifax didn't think they were liable for Mr P's stated loss.

Our Investigator looked into things independently didn't uphold the complaint. Mr P's representatives asked for a final decision, so the complaint's been passed to me to decide.

## **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.

I'm sorry to hear that Mr P might have fallen victim to a scam. I appreciate that such scams can feel really cruel, and they're often not easy matters to face.

Thinking about what's fair and reasonable, I could only potentially hold Halifax liable for a scam loss if I had evidence which reasonably substantiated that the loss took place. And I'm afraid I don't have sufficient evidence of that here.

Mr P's representatives have now kindly sent us a few screenshots of a customer service chat and a WhatsApp conversation. However, these are undated and the website address doesn't match up, so I can't be reasonably satisfied they're from the time. Previously, Mr P was repeatedly clear that he'd changed devices twice since the time, hadn't backed things up, and didn't have any such evidence, so it's unclear where these screenshots came from. Other screenshots provided alongside these were actually taken from other victims' cases, which wasn't mentioned in the submission. And even in the screenshots which aren't identifiably from other cases, there's not enough in them which actually links them to these payments. I'm afraid I cannot reasonably find this evidence to be sufficiently substantive.

I do see that Mr P sent money to his crypto accounts, bought crypto, and sent crypto on to somewhere. But I've not been given any relevant evidence like contact or documents from a scammer which actually show who the crypto was sent to or show that it was sent in relation to a scam. For all I can know, the crypto could've been sent to another wallet of Mr P's, or to a friend, or it could've been used to purchase goods or services, and so on.

I'm not saying I've actually concluded that Mr P made a false claim, or anything like that. But I can't reasonably hold Halifax liable for an alleged scam loss when I don't have evidence to reasonably substantiate that the money was actually lost to a scam. And we can't just take people's word for it. If we followed the representatives' suggested approach, it would allow people to send crypto to another wallet of theirs or a friend's, claim they were victim to a known scam but had lost the evidence, and effectively double their money. And in this particular case, I should note that Mr P couldn't remember key details and gave conflicting testimony about things like where his payments went or whether he set up his crypto account for the purposes of the scam or not. I can't reasonably hold Halifax liable for these stated losses on the basis of the provided testimony.

I do appreciate that it can be difficult to remember things after some time, and that it must be very frustrating if one no longer has access to the key evidence. And I'm very sorry to hear the allegations about what scammers did to Mr P. But I must base my decision on the evidence at hand. And given the evidence at hand, I cannot fairly hold Halifax liable for the stated loss, nor tell them to reimburse Mr P in this particular case.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 November 2025.

Adam Charles  
**Ombudsman**