

The complaint

Mr P complains that HSBC UK Bank Plc won't refund money he says he lost to an investment scam.

Mr P is professionally represented, however, to keep things simple, I'll refer to Mr P throughout my decision.

What happened

As all parties are familiar with the facts of this case, I'll summarise them briefly here.

Mr P registered his interest in a cryptocurrency investment opportunity via a popular social media platform. Subsequently, he was contacted by an individual who provided him with all the information he needed to start investing, with a platform, I will refer to as 'V'. Mr P said he was making money and he saw his profits reach £1.4 million. Mr P said he realised he had been a victim of a scam when he asked to make a withdrawal and a few days later the platform disappeared.

Mr P said he made payments from his HSBC account and accounts he held at other banking providers to an account he held at an Electronic Money Institute (EMI), which I will refer to as 'R'. And from there he made the payments to V. HSBC declined to reimburse the payments, so the matter was referred to our service. Our Investigator didn't uphold the complaint. In short, she said Mr P authorised the payments, and he hadn't provided our service with sufficient evidence to show that he had subsequently lost the money to a scam. So, the Investigator didn't think HSBC needed to do anything else.

Mr P didn't agree and said HSBC should have done more to protect him from the investment scam he says he fell victim to.

As no agreement could be reached, the case was passed to me for a final decision.

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's findings for broadly the same reasons. I will explain why.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probability – that is what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. HSBC are expected to process authorised payment instructions without undue delay. But as a bank, they also have long-standing obligations to help protect customers from financial harm from fraud and scams. Those obligations are however predicated on there having been a fraud or scam. And so, it would only be reasonable for me to consider whether HSBC is responsible for the loss Mr P claims to have suffered if, indeed, he has been scammed. I've therefore considered whether Mr P was a victim of a scam.

It isn't in dispute that Mr P sent payments from his HSBC account to R and from there the funds were withdrawn. So, I've looked at the information Mr P has provided when considering whether he was scammed or not.

From what's been provided, I can't see anything to show that Mr P made the payments from his HSBC account to R specifically for the investment scam he says he fell victim to. He has provided information which shows he made payments from R to crypto exchange providers, which were subsequently withdrawn, but he's not been able to supply evidence to show how the funds were lost to a scam.

And while I don't dispute Mr P's version of events, our service has asked him on several occasions to provide further evidence, which hasn't been provided. I want to highlight at this stage I haven't overlooked the challenges Mr P has faced in obtaining certain evidence. However, given the circumstances of this complaint and how Mr P said the scam evolved, I don't think it is unreasonable that Mr P would be able to provide evidence of the loss he said he suffered as a result of a scam. I've considered Mr P's testimony and the limited information he has provided and while I can only be satisfied that he made the transactions from R, I can't be satisfied that the beneficiary of the funds was a scammer.

In any case, even if I were to be satisfied Mr P had fallen victim to a scam, I'm unable to establish the actual loss he claims to have suffered. So, on balance, I can't be entirely satisfied Mr P fell victim to the investment scam he has mentioned. Nor can I be satisfied that he didn't benefit from some of the transactions – due to an absence of evidence of why they were made. And without being able to establish the loss suffered (if any), I can't fairly or reasonably direct HSBC to refund Mr P the disputed transactions.

I've also considered information our service has been provided from Mr P's other banking providers which he used to fund the scam. The information provided shows his other banking providers did intervene on certain transactions he attempted to make to R, which resulted in payments being blocked. However, to circumvent any blocks Mr P transferred funds to his other banking providers in order to continue sending funds to R and then onto V. Mr P was also asked about the reason for transferring the funds to R, and he told his banking providers the payments were for holidays and saving purposes, which we now know wasn't correct. This demonstrates that Mr P was determined to make the payments to the extent he would be willing to mislead his banking providers to ensure the payments went through smoothly.

I have a great deal of sympathy for Mr P and the loss he says he has suffered. But it would only be fair for me to direct HSBC to refund his loss if I thought they were responsible – and I'm not persuaded this was the case.

My final decision

My final decision is that 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 20 January 2026.

Israr Ahmed
Ombudsman