

The complaint

Mr W complains Goldman Sachs International Bank trading as Marcus by Goldman Sachs ("Marcus") hasn't refunded funds he lost as the result of a scam.

What happened

Both parties are familiar with the circumstances of the complaint, so I'll only summarise the key details here.

Mr W said he was looking for a way to make an income after his pension went into receivership. He explained he saw an investment opportunity advertised on social media and entered his information. Mr W said he was contacted by a broker and performed checks on the supposed investment firm before investing. Mr W said the broker assisted him with opening a cryptocurrency wallet with the use of remote access software. Mr W explained he had access to a trading platform which showed his deposits and trades, and said he was expecting returns of 100% plus.

Mr W explained he was able to make withdrawals early in the scam but was later asked for fees to be able to withdraw funds. This is when he realised he had been scammed.

Mr W's account with Marcus only allows payments to be made to a linked nominated account in his own name. Therefore, the payments Mr W made from his Marcus account were sent to an account he held with a firm I'll call H before being moved on again and lost to the scam. Below are the payments Mr W made from his Marcus account:

Payment	Date	Payee	Amount
1	8 December 2023	Mr W's account with H	£20,000.00
2	8 December 2023	Mr W's account with H	£76,000.00
3	11 December 2023	Mr W's account with H	£518.17

Mr W complained to Marcus, and his complaint wasn't upheld. Unhappy with Marcus's response, Mr W raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn't uphold it.

As an agreement could not be reached, the complaint has been 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to

be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm sorry that Mr W has been the victim of a scam. I realise he's lost a significant sum of money, and I don't underestimate the impact this has had on him. However, just because a scam has occurred, it doesn't mean he is automatically entitled to recompense by Marcus. It would only be fair for me to tell Marcus to reimburse Mr W for his loss (or a portion of it) if I thought Marcus ought reasonably to have prevented all, or some, of the payments Mr W made, or if I believed Marcus hindered the recovery of the payments he made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

In broad terms, the starting position is Marcus are expected to process payments and withdrawals that a customer authorises it to make. I appreciate that Mr W didn't intend for his money to end up in the hands of a scammer but as he authorised the payments in question here he is presumed liable for the loss in the first instance. However, there are some situations when Marcus should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time - Marcus should fairly and reasonably:

- Have been monitoring accounts to counter various risks, including preventing fraud and scams.
- Have 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 payment service providers are generally more familiar with than the average customer.
- In some circumstances, take additional steps, or make additional checks, before processing a payment, or in some cases decline it altogether, to help protect customers from the possibility of financial harm from fraud.
- Have 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.

So, I've thought about whether the transactions should have highlighted to Marcus that Mr W might be at a heightened risk of financial harm from fraud.

Marcus said payments 1 and 3 were in-line with its established threshold for payments of £20,000. Marcus told us that prior to processing these online payments it displayed a message that someone could be trying to scam its customer and to stop and consider if they'd been told their account was at risk, and they needed to allow access to their device. If they'd been offered a rate that sounds too good to be true or if they'd been told to ignore the message.

It also said Mr W contacted Marcus by phone to make payment 2 and it undertook additional security checks which included sending a one-time passcode to Mr W via email.

It could be argued that Marcus ought to have intervened when Mr W made payment 1 however, I don't think I need to make a finding on this to reach a fair outcome, which I'll come on to below.

Given the value of payment 2 I think Marcus ought to have been concerned such that it should have intervened directly and spoken with Mr W prior to processing the payment. I would have expected human intervention to include open and honest questions to narrow down the potential scam Mr W was falling victim to, a cryptocurrency investment scam. And for Marcus to give a tailored warning highlighting the key hallmarks of such scams, like the use of a broker and trading platform, adverts on social media, returns which are too good to be true and the use of remote access software.

I can't be sure what would have happened if Marcus had intervened in this way and on balance, I think Mr W would have positively engaged with Marcus and answered its questions honestly. Given the circumstances of the scam Mr W was falling victim to contained some of the key hallmarks of cryptocurrency investment scams, I would expect an effective tailored warning to resonate with him, uncover the scam and prevent any further payments.

I've also considered whether Mr W should also bear any liability for the preventable loss. In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint. I find it would be fair to hold Mr W equally liable for the preventable losses as while there were some aspects of the scam that will have been convincing, I think Mr W ought to have been concerned by the rate of returns of 100% plus he was expecting. I think Mr W should have recognised the offer in relation to a volatile market was simply too good to be true. I therefore think a 50% deduction is fair and reasonable in the circumstances.

Mr W has already received a refund from H; this refund included a deduction for contributory negligence in-line with my finding above. Where two businesses have made the same or similar mistakes, I don't think their combined mistakes mean that they are more at fault than they would be if only one of them had made that mistake. So, considering Mr W's actions and the principal of contributory negligence I think that a fair deduction to the amount reimbursed would be 50%. And because Mr W has already been reimbursed 50% of the value of the disputed payments with 8% interest from H, I couldn't reasonably direct Marcus pay anything else to Mr W. And because Mr W has already been reimbursed 50% of his losses regarding the disputed payments, a finding on whether Marcus ought to have intervened on payment 1 or not doesn't make a material difference to the outcome.

I've thought about whether there's anything else Marcus could have done to help Mr W — including if it took the steps it should have once it was aware that the payments were the result of fraud. Mr W made the payments to an account in his own name before moving them on again where they were lost to the scam, I therefore don't think there was any chance of recovering his funds.

Once again, I'm sorry to disappoint Mr W. As the victim of a cruel scam, I can understand why he'd think he should get all his money back. But I've not found that there are any grounds for me to direct Marcus to do anything else to resolve things here.

My final decision

My final decision is that I do not uphold this complaint against Goldman Sachs International Bank trading as Marcus by Goldman Sachs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 January 2026.

Charlotte Mulvihill

Ombudsman