

The complaint

Mr C complains that HSBC UK Bank Plc did not reimburse the funds he lost to a scam.

What happened

Mr C's wife was offered a job opportunity which was all online and remote. She was required to carry out tasks reviewing hotels and would receive a wage after completing a set amount of tasks over a certain number of days, and she was told to pay in order to complete certain 'special tasks'. Unfortunately, this turned out to be a scam. She initially made some payments from her own accounts, but then asked Mr C to send some funds from his credit card account with HSBC to the scam via a remittance service. He made the following payments:

Date	Amount	Time
27/08/2025	£1,354.66	13:18:49
27/08/2025	£1,400	14:28:32
27/08/2025	£1,400	14:37:41
27/08/2025	£424.82	14:57:19

Shortly after this, Mr C's wife was asked for even more funds, and it was at that point they realised it was a scam. Mr C contacted HSBC quickly and asked for the funds to be stopped, however this could not be actioned as they had already been processed. A scam claim was raised and HSBC confirmed the payments went to a genuine merchant, so they could not recover them under either the chargeback scheme or Section 75. They also said that they did not think they were liable to reimburse Mr C in the circumstances.

Mr C referred the complaint to our service and our Investigator looked into it. They issued a view in which they recommended the complaint be upheld from the third payment onwards, but they felt Mr C should share responsibility for the loss. They therefore recommended reimbursement of 50% of the last two payments.

HSBC did not agree with the outcome, but they did agree to pay the recommended redress as a gesture of goodwill with no admission of liability. However, Mr C did not accept the findings as he felt HSBC should have intervened earlier and he did not agree that he should share liability for the loss.

As an informal 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account 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.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance

with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Mr C authorised the payments in question as he believed they were part of a legitimate job opportunity. So, while I recognise that he didn't intend the money to go to scammers, the starting position in law is that HSBC was obliged to follow Mr C's instruction and process the payments. Because of this, he is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether HSBC did enough to try to keep Mr C's account safe.

To consider this, I've looked over Mr C's credit card account statements. While I do accept the individual amounts are not particularly high, and credit card accounts are more often used for one off-higher value payments, I think the overall pattern of the payments could reasonably have caused HSBC some concern. I can see the third payment was made just 9 minutes after the second one, and was for the exact same amount to the same payee. This made the total sent so far to the remittance service over £4,000 in less than an hour and a half. I think they could have had concerns that this had been sent in three separate tranches so close together, which can be an indication of financial harm. So, while this is more of a borderline trigger point, I think HSBC could reasonably have intervened in the third payment.

Had HSBC spoken to Mr C, I think it would have been clear that he was paying money on behalf of his wife who had fallen victim to a job scam. I've reviewed the chat between his wife and the scammers and there is no indication they were advised to lie to or mislead the banks. With this in mind I see no reason why Mr C would not have been open and honest about what the payments were for. I think it is more likely HSBC would have been able to clearly identify that they were falling victim to a task-based job scam and therefore could have revealed the scam and prevented further payments from being made. I therefore agree that HSBC should reimburse Mr C from the third payment onwards.

I've finally considered whether or not Mr C should reasonably bear some responsibility for the losses as a result of any negligence in his actions and if it is therefore reasonable for me to make a reduction in the award based on this. In doing so, I've considered whether Mr C has acted as a reasonable person would to protect himself against the loss he suffered. The test is objective but needs to take account of the relevant circumstances.

Mr C appears to have been aware of what the payments were for, that they were to pay for a 'luxury task' for his wife's new job. On balance, I think they could reasonably have had concerns that Mr C's wife had been offered a job over a messaging app out of the blue, with no official application or interview process at all. And she was very quickly asked to pay some money, which in just a few days increased to over £4,500 for only one task. I can see that the very same day, when they were asked to pay a further amount that was even higher they realised it was a scam. But on balance, I think there were enough red flags that they could reasonably have taken steps to protect themselves prior to paying the payments totaling over £4,500. This was a lot to be asked to pay, just a few days into working a job which had no paperwork or official process connected to it, so I think they could have acted on these concerns and refused to pay it.

I therefore think it is reasonable for Mr C to share liability for the loss, and for the redress to be reduced by 50%. I therefore recommend that HSBC pay 50% of the final two payments, along with 8% simple interest from the date of the transactions to the date of settlement.

I also agree that HSBC could not have taken any additional steps to recover the funds. They had gone to a legitimate merchant who provided a service, namely the movement of funds.

So, there were no grounds for either a chargeback claim or a refund under Section 75. I therefore do not think HSBC made an error when it did not recover the funds.

My final decision

I uphold Mr C's complaint in part and recommend HSBC UK Bank Plc pay the redress outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 April 2026.

Rebecca Norris

Ombudsman