

## **The complaint**

Mr M is unhappy that Vanquis Bank Limited won't refund money he lost, which he believes was the result of a scam.

Mr M is represented in this complaint but for ease of reference, I have referred to all submissions as if made directly by Mr M.

## **Background**

Mr M has explained that in 2011, he met a lady on an adult website – for ease of reference I'll refer to her as Ms P. Mr M built a relationship over time with Ms P, meeting her on two occasions and became engaged. In 2012 Mr M and Ms P faced issues in the relationship and parted ways, cutting contact.

In 2019, Mr M was on another adult website when he again came across Ms P unexpectedly. The two began speaking again regularly from this point onwards, both on the website, on other instant messaging services and by phone on a few occasions.

Mr M has explained he was in love with Ms P and wanted to start a life together. Having reviewed the conversations between them, I can see he told her this on multiple occasions. However at the time due to Covid-19 there were travel restrictions, so this was difficult. Ms P also expressed concerns over meeting Mr M after how their previous relationship ended.

Mr M made payments to Ms P, both through the adult site she was on and also directly to Ms P using an international payment service. Payments from his Vanquis card in particular were made between July 2019 and February 2021, although he made further payments through other banking providers he had accounts with.

Mr M has explained he made the payments as he believed he was supporting Ms P at a time she was struggling financially and had a young child – believing they would eventually meet and be together. In total Mr M made around 46 payments from his Vanquis card, totalling around £8,000.

In April 2021, Ms P advised she considered Mr M to be just a friend. At this point Mr M considered he'd been the victim of a scam. He contacted his banking providers to raise a scam claim, as well as the Police, Action Fraud and the Home Office.

Vanquis investigated Mr M's claim but declined a refund. It said it was holding Mr M liable for the transactions as he willingly authorised them. Mr M disagreed with Vanquis' response and so contacted this service. He said another banking provider he holds an account with has provided him with a full refund and didn't understand why Vanquis wouldn't do the same.

Mr M's complaint was looked at by an investigator who didn't uphold it. The investigator considered that the payments were in line with Mr M's typical spending behaviour – so wouldn't have appeared out of character or unusual to Vanquis for it to have intervened. She also didn't consider that further questioning by Vanquis would've led Mr M to believe he was

the victim of a scam, or raised concerns with Vanquis – based on him having met Ms P and having been in a relationship previously with her.

Mr M didn't agree with the investigator's opinion. He said that the payments were a drastic change in his account use, as before then he wasn't spending large amounts on adult sites. He also thought that where the adult website's payment processor was based from was synonymous with scams. He noted that the company had a number of poor online reviews. Mr M considers that, had Vanquis questioned him further on the payments he was making, it would've identified that he had fallen victim to a scam.

Because Mr M didn't agree with the investigator's opinion, the complaint has been passed to me for a final decision.

## **My findings**

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 have been good industry practice at the time.

Having thought very carefully about Vanquis' actions, I'm not upholding Mr M's complaint. I do appreciate how disappointing this will be for him, but I don't think I can fairly say Vanquis should reimburse him. I'll explain why.

I'm really sorry to hear of what's happened to Mr M, and I appreciate this has had a significant impact on him, both financially and emotionally. It's understandable, having lost such a significant sum, why Mr M feels he has been the victim of a scam. But not all cases where individuals have lost significant sums are in fact fraudulent and/or a scam.

Having considered everything both Vanquis and Mr M have provided, I don't think there's enough evidence to safely conclude Mr M's complaint meets the high legal threshold and burden of proof for fraud. While we'll never know with certainty what Ms P's intentions were when liaising with Mr M, it appears there was at some point in the past a genuine relationship between the two that deteriorated. Having reviewed the instant messaging conversations that took place between the pair, I can see that while Ms P did at times refer to financial struggles, payments Mr M made to her were largely made without request or even knowledge at times by Ms P – so I can't safely conclude that Ms P induced Mr M into making the payments, by means of deception. Ms P eventually also told Mr M she wished to just be friends, despite still receiving money from Mr M – which aren't the actions I would expect a scammer to take.

Even if I was to consider this as a scam, I don't think that any of the payments Mr M made ought to have been considered out of character or unusual by Vanquis. While I appreciate payments were being made internationally, which could be considered a higher risk indicator for fraud, I can see that in the 12 months prior to the scam Mr M made international payments from the account on a number of separate occasions – so I don't think Vanquis ought to have identified payments to an international payment service as suspicious or out of character for that reason alone, based on it being similar to other spending behaviour on Mr M's account. The value of the payments also wasn't so out of character that I think this should've raised concern with Vanquis.

Mr M has raised concerns about the company that processed the payments he made to the adult site in question, where its based from and online reviews. While I've seen there are some complaints from individuals online claiming they've had payments taken that they didn't authorise, this isn't what Mr M is alleging – he's acknowledged the payments made to the site were authorised by him. As Mr M is claiming Ms P specifically scammed him, rather than the site he met her on, or the company that took payments for that site, I don't think the location of the payment processor is of particular relevance in this complaint.

Even if Vanquis had called to query any of the payments Mr M made, I don't think its intervention would've stopped Mr M from proceeding with further transactions, or raised concerns for Vanquis that Mr M was at risk of financial harm. I say this because Mr M's circumstances aren't aligned with what I'd consider to be the typical hallmarks of a romance scam. Mr M knew Ms P and had met her in person in the past – and built a strong enough relationship with her at this time to propose. Their meeting in 2019 was by chance, rather than instigated by Ms P as a scammer, most payments made by Mr M from his Vanquis card were made towards the adult site she worked for, rather than to her directly and from what I've seen, direct payments to Ms P were mostly instigated by Mr M without Ms P's request, or even her knowledge at times.

I appreciate Mr M may be frustrated that another of his banking providers has refunded the payments he made through that account. I haven't seen the details of that case to know what reason the bank had for providing a refund – whether it considered Mr M had been scammed and that it was, for some purpose, liable – or whether it made a commercial decision to provide a refund. Either way, I can only consider the circumstances of the complaint Mr M has against Vanquis, and for the reasons I've already explained, I don't think Vanquis should be held liable for Mr M's losses.

I do feel considerable sympathy for what Mr M has been through here. But unfortunately, I'm not persuaded that this was a consequence of any specific failing on the part of Vanquis – so whilst I'm sorry to have to disappoint him, I don't think it would be fair for me to ask Vanquis to refund the loss.

### **My final decision**

My final decision is to not uphold Mr M's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 June 2022.

Kirsty Upton  
**Ombudsman**