

The complaint

Miss S complains that HSBC UK Bank Plc did not reimburse the funds she says she lost to a scam.

What happened

Miss S met an individual I will refer to as 'X' on a dating app in 2020. They began talking via a messaging service in March 2021 and aside from a gap in communication for a few months, they spoke regularly via message and phone call until October 2023. They formed a relationship and met each other in person on three separate occasions.

In June 2023, X asked Miss S for some funds to pay some builders as his account had been blocked. He then asked her to invest in a business idea he had. Between July and September 2023 Miss S sent X £12,520 from her HSBC account.

Miss S asked for her funds to be returned in early October. X did send her £400 to her HSBC account on 2 October 2023, but nothing further. Miss S ended the relationship soon after and has still not received her funds back from X.

She raised a scam claim with HSBC, who responded and said they felt this was a civil dispute and not a scam, under the Lending Standards Board's Contingent Reimbursement Model ("CRM") Code. Miss S disagreed with the outcome and referred the complaint to our service. She felt X had lied to her to convince her to send him money and she also said a police investigation had been launched against X as it was known he operated romance scams.

Our Investigator looked into the complaint and did not think this met the bar of an authorised push payment ("APP") scam. They were able to clarify that the police investigation had been closed with no charges brought. And as Miss S and X had spoken for almost three years before he asked her for funds, and they had met in person more than once, they felt it was more likely this was a civil dispute between the two of them.

Miss S' representatives disagreed with the findings. They highlighted that our service had upheld other romance scams where the individuals had met in person, and they said X had lied about his occupation and the purpose of the payments.

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.

It isn't in dispute that Miss S authorised the payments in question. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that she's liable for the transaction. But she says that she has been the victim of an authorised push payment (APP) scam.

HSBC has signed up to the voluntary CRM Code, which provides additional protection to scam victims. Under the CRM Code, the starting principle is that a firm should reimburse a

customer who is the victim of an APP scam (except in limited circumstances). But the CRM Code only applies if the definition of an APP scam, as set out in it, is met. I have set this definition out below:

...a transfer of funds executed across Faster Payments...where:

- (i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or*
- (ii) The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent.*

I've therefore considered whether the payments Miss S made to X fall under the scope of an APP scam as set out above. Having done so, I don't agree that they do. I'll explain why in more detail.

I've first considered the relationship between Miss S and X, as she has said she fell victim to a romance scam. In doing so, I have taken into consideration that they met online in 2020 and spoke via message and over the phone until October 2023. In that time, they appear to have built a romantic relationship and met in person on what looks to be three separate occasions. X did not begin asking Miss S for money until June 2023, which is two years and three months into the text thread I have access to, but it is clear they were speaking prior to that point.

While I do accept there are exceptions to the rule, ordinarily a romance scam will entirely be online/over the phone and it is very rare an individual will meet the scammer. So, it is unusual that Miss S met X in person on multiple occasions, including after she had lent him funds. Also, the time between a relationship being started and the scammer asking for money is usually a matter of weeks or months, and not well over two years as has happened in this case. And I also note X did repay Miss S £400 in October 2023 when she asked him on numerous occasions to pay her back. While I do appreciate this is only a small portion of what she lent him, it is again very unusual for a scammer to reimburse a victim.

I also have to consider that I have not seen any supporting evidence that shows X set out to defraud Miss S. I can see there was a police reference provided, but it has been confirmed no charges were ever brought and the police investigation was closed. While our service has been told it was known X carried out romance scams, I have not seen anything to support this. And I acknowledge Miss S says X lied to her about his profession and the purpose of the payments, but again I haven't seen anything that supports this.

Having carefully considered everything available to me, on balance I think it was reasonable for HSBC to treat this complaint as a civil dispute. I therefore think it is fair that they did not reimburse Miss S in the circumstances.

My final decision

I do not uphold Miss S' complaint against HSBC UK Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 13 February 2026.

Rebecca Norris
Ombudsman