

## **The complaint**

Mr A complains about HSBC UK Bank Plc.

He would like HSBC to refund him the money he lost when he fell victim to a scam.

## **What happened**

In July 2024, Mr A made two payments to the same beneficiary of £3,000 and £25 for a visa application on behalf of his wife.

Mr A says he had received a recommendation for a 'solicitor' from a family friend of over 10 years, who knew the solicitor in person. He was instructed to make the payments to a personal bank account.

Mr A now says that he has not got what he paid for and has asked HSBC to refund him the money he has lost as a result.

HSBC accepted that a scam had taken place and tried to recall Mr A's money – but it had already left the account, and declined to reimburse him.

Mr A then brought his complaint to this Service. Our Investigator looked into things but didn't think that Mr A's complaint should be upheld. Mr A asked for an Ombudsman to make a final decision, so the complaint has been passed to me.

## **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 have decided not to uphold this complaint, for broadly the same reasons as our Investigator. I know this will be disappointing for Mr A, so I'll explain why.

Mr A authorised the payments he made. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that he's liable for the transactions. But Mr A says that he has been the victim of an authorised push payment (APP) scam.

HSBC has signed up to the provisions of the Lending Standards Board Contingent Reimbursement Model (the CRM code) which requires firms to reimburse customers who have been the victims of Authorised Push Payment (APP) scams like the one Mr A fell victim to, in all but a limited number of circumstances.

A customer who has fallen victim to a scam should, under the CRM Code, be refunded in full in most circumstances. But the Code does set out exceptions to reimbursement which a business can choose to rely on, if it can evidence that they apply.

Generally, there are two exceptions to reimbursement under the CRM Code (there are other exceptions, but these do not apply here)

- Mr A ignored an 'Effective Warning'
- Mr A made the payments without a reasonable basis for belief that they were for genuine goods/services; and/or the supposed investment was legitimate.

HSBC has shown that it intervened when Mr A made the payment of £3,000 and has provided a copy of the intervention call that took place. During the call, Mr A explained what he was doing and why, and HSBC expressed concerns. It told him that a legitimate solicitor would not be accepting payments into a personal account – but into a business account. It also clearly explained to him that it had suspicions that this was a scam, however Mr A was adamant that he wanted to proceed with the payment and chose to ignore what HSBC told him. He told HSBC that he knew the beneficiary and had met them in person.

I also don't think that Mr A had a reasonable basis for belief either. I say this because Mr A had previously made a similar application for a visa for himself and was able to do this independently via the government website. So, it is unclear why he would pay someone to do this for his wife. HSBC also provided him with advice prior to making the payment that it was not right that the payment should be going to a personal account and told him that it was likely a scam.

I am also satisfied that HSBC did what it could to try and recover Mr A's money – but by the time Mr A reported what had happened, the money had already been moved on so there was nothing to recover.

I am very sorry for the situation Mr A now finds himself in – I know that he borrowed money from family to pay for his wife's visa that he is unable to pay back and had to make another application. However, I am satisfied that exceptions to the CRM Code apply, and I am not going to direct HSBC to refund Mr A his loss.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 7 November 2025.

Claire Pugh  
**Ombudsman**