

THE COMPLAINT

Mrs B complains that Marks & Spencer Financial Services Plc (“M&S”) will not reimburse her money she says she lost when she fell victim to a scam.

Mrs B is represented in this matter. However, where appropriate, I will refer to Mrs B solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mrs B says she has fallen victim to a romance scam. She says a scammer persuaded her to make payments to them for various reasons. The M&S credit card payment transactions in question were all made to a PayPal account:

Payment Number	Date	Amount
1	04 June 2024	£502.98
2	06 June 2024	£502.99
3	10 June 2024	£502.99
4	27 June 2024	£902.99
5	28 June 2024	£1,102.99
6	10 July 2024	£1,502.99
7	12 July 2024	£1,602.99
8	13 July 2024	£402.99
9	06 August 2024	£1,502.99
10	08 August 2024	£4,902.99

11	09 August 2024	£3,997.98
12	21 October 2024	£2,002.99
13	30 October 2024	£2,702.99
14	11 November 2024	£1,000

Mrs B disputed the above with M&S. When M&S refused to reimburse Mrs B, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mrs B did not accept the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- I am not persuaded that any of Mrs B's payment transactions ought to have triggered M&S's fraud detection systems. I recognise that Payments 10 and 11 were high in value. However, I have weighed this point in the balance with the factors set out below:
 - The majority of the transactions were not significant in value (all under £5,000).
 - The transactions did not drain the account balance.
 - Contrary to the submissions of those representing Mrs B, she had made payments to PayPal previously.
 - The transactions were made using a credit card – a method whereby it is not unusual to see the types of payments Mrs B made in this case.
 - The transactions were made to a well-known legitimate company.

- None of the payments were made to a high-risk payee such as a cryptocurrency exchange.
- Mrs B fell victim to a romance scam in 2023. M&S says it did not add a permanent 'care marker' to Mrs B's account as a result of the 2023 scam. In relation to this point, M&S argues that even if a permanent marker had been added, it would not have made a difference to the outcome in this case. M&S contends that payments to PayPal would not ordinarily trigger its systems given the type of payee PayPal is. Unlike Mrs B's representatives, I think this is a reasonable position. As mentioned above, PayPal is a well-known legitimate company. Further, I cannot see that M&S knew or ought to have known about any other vulnerabilities in relation to Mrs B.
- Even if it could be argued that M&S ought to have intervened in one or more of Mrs B's transactions, I am not persuaded such interventions would have made a difference in the circumstances. Taking this position at its highest, I am of the view that it could only reasonably be argued that M&S ought to have provided Mrs B with automated warnings. I say this due to the limited aggravating features present in this case. Had such automated warnings been provided, I am not persuaded that Mrs B would have heeded them. I say this because of how under the scammer's spell Mrs B was at the time. For example, in Mrs B's linked complaint about Lloyds Bank, even when the scam had come to light, Mrs B continued to make payments to the scammer. Further, those representing Mrs B have set out detailed submissions as to why Mrs B fully trusted the scammer at the time. Those submissions further support the proposition that it is unlikely an automated warning from M&S would have broken the spell the scammer had woven.

Conclusion

Taking all the above points together, I do not find that M&S has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing M&S to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 4 January 2026.

Tony Massiah
Ombudsman