

The complaint

Miss P complains HSBC UK Bank PLC (“HSBC”) failed to protect her funds and refuses to refund the total amount she lost after falling victim to a romance scam.

What happened

I issued my provisional decision on 19 September 2025 setting out the facts of this complaint and why I think HSBC don’t need to do anything further.

My provisional decision said the following:

“The facts of this complaint are well-known to both parties, so I won’t repeat them in detail here.

Miss P says she fell victim to a romance scam. She says she met someone on a marriage website after coming out of an abusive marriage, who she later discovered was a scammer. For ease, I’ll simply refer to the scammer as “B” throughout my decision.

After speaking to the scammer for a few months, B asked Miss P to lend his relative £350. Miss P transferred the money as requested. B said he would link his business account to her account, as it would be easier for him to return the money that was borrowed. Miss P says she shared some of her account information which she believed would allow B to link their accounts to return the borrowed funds. Following this, B gained access to Miss P’s online banking and transferred over £50,000 out of her account. Some of the transactions were funded by Miss P’s own money, and some were funded by a £25,000 loan B took out in Miss P’s name with HSBC. A list of the fraudulent transactions are as follows:

Payment	Date	Method	Beneficiary	Amount
1	19/05/2024	Bill Payment	T A Mohammad	£350.00
2	21/05/2024	Card Payment	TapTap Send	£2,816.90
3	22/05/2024	Card Payment	Remitly	£5,631.90
4	22/05/2024	Card Payment	TapTap Send	£2,815.00
5	23/05/2024	Card Payment	Remitly	£4,369.00
6	23/05/2024	Card Payment	Remitly	£2,816.00
7	23/05/2024	Card Payment	TapTap Send	£2,816.00
8	23/05/2024	Card Payment	Remitly	£2,830.00
9	23/05/2024	Card Payment	Western Union	£2,081.00
10	23/05/2024	Card Payment	UK296357129	£1,416.67

11	23/05/2024	Card Payment	Western Union	£2,082.90
12	25/05/2024	Card Payment	UK368400029	£1,497.00
13	25/05/2024	Card Payment	UK366000729	£1,422.48
14	25/05/2024	Card Payment	Remitly	£5,000.00
15	25/05/2024	Card Payment	Remitly	£5,000.00
16	25/05/2024	Card Payment	Remitly	£5,000.00
17	25/05/2024	Card Payment	Remitly	£5,150.00

HSBC considered Miss P's complaint and concluded that it should've intervened with the payments and asked Miss P some probing questions before allowing all the payments to be processed. But, it said, as Miss P had shared her account information with B as well as some one-time passcodes (OTPs) which allowed the scammer to complete the payments, she should be held partly liable for this loss as well. Ultimately, it decided to uphold Miss P's complaint in part, and take 50% responsibility for the loss. Details of HSBC's offer are outlined below.

Our investigator considered this complaint and decided that HSBC should have intervened at payment 5, and had it done so it's likely that Miss P would've realised she was being scammed. But he also recognised that Miss P had shared her account information, and he found it was likely she shared OTPs sent to her phone, which allowed the scammer to authorise the payments. So overall, he felt Miss P should be jointly held accountable for her total loss and instructed HSBC to refund 50% of the payments from payment 5 onwards. Miss P wasn't happy with this outcome, so the complaint has been passed to me.

What I've provisionally 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.

Miss P has raised a number of points and although I may not mention every point raised, I've considered everything she has said but limited my findings to the areas which impact on the outcome of the case. No discourtesy is intended by this it just reflects the informal nature of our service.

Before I can consider Miss P's complaint as a scam, I must first consider whether a scam has taken place and whether the payments Miss P has disputed have resulted in a loss because of said scam. It is Miss P's responsibility to provide appropriate evidence to support her version of events and the losses she says she has incurred.

Usually in cases such as these we would expect to see a history of the email chain, WhatsApp conversations, or online messages exchanged between Miss P and B. These have not been provided. Miss P says she met B online through a marriage website, but I've not seen any screen shots or emails to prove this. Miss P has provided plenty of other evidence in support of her complaint, but nothing that persuades me a scam has taken place. I do have her testimony, but there are inconsistencies which make it harder for me to rely on. For example, Miss P initially said she had not shared her card details or any OTPs with anyone. But then later in her evidence she said she sent a picture of the front of her card only and shared the OTPs after the time for usage had lapsed. There is also a lack of clarity over whether Miss P was aware the loan was taken out in her name or not. So overall,

I am not persuaded by her testimony alone.

So, without any other evidence to support what Miss P has said, there is a lack of evidence to persuade me a scam took place. Therefore, it wouldn't be fair for me to place any responsibility on HSBC for any of the loss here, as I am not satisfied a scam has taken place and that it should've intervened to protect her from financial harm.

However, HSBC has made the following offer to settle the complaint:

<i>Refund of the initial bill payment to B's relative</i>	<i>£350</i>
<i>50% of all the debit card transactions</i> <ul style="list-style-type: none"><i>Made up of £25,000 for the loan write off,</i><i>Plus £1,372.43 to make HSBC's total liability up to 50% of all money lost.</i>	<i>£26,372.43</i>
<i>Interest of 8% on the £1,372.43 for the time Miss P has been out of pocket for these funds.</i>	<i>£38.20</i>
<i>Compensation for delays and inconvenience caused</i>	<i>£750.00</i>
<i>Total compensation offered by HSBC to Miss P</i>	<i>£27,510.63</i>
<i>Total amount already paid to her on 23 September 2024.</i> <i>(Of which £25,000 was used to clear the outstanding loan on 7 October 2024.)</i>	<i>- £26,722.43</i>
<i>Total amount still to pay in relation to HSBC's offer</i>	<i>= £788.20</i>

Therefore, I find HSBC's offer to settle this complaint to be fair. I understand HSBC refunded £26,372.43 to her on 23 September 2024 and then used £25,000 of that to repay the outstanding loan. HSBC has confirmed that the loan has been written off in full, so, I am satisfied that HSBC's remaining offer to pay an additional £788.20 is fair.

My provisional decision

I am provisionally upholding this complaint in part, and having considered the offer made by HSBC, I think this outcome is fair.

I now invite both parties to respond with their comments by 3 October 2025."

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.

Miss P responded to my provisional decision highlighting the effects the scam has had on her, and how disappointed she was in the provisional outcome. While I am sorry this isn't the outcome she was hoping for, the points raised do not persuade me that a scam took place and so do not change my findings. Therefore, having reconsidered all the evidence in this complaint, and in the absence of any new persuasive evidence from either party, I have reached the same conclusion as my provisional decision.

So, I am not asking for HSBC to do anything further.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 6 November 2025.

Sienna Mahboobani
Ombudsman