

The complaint

Mr S complains that The Royal Bank of Scotland Plc won't refund the money he lost when he was the victim of what he feels was a scam.

What happened

Between 2014 and 2022, Mr S made a number of payments out of his RBS account to someone who he says told him they were carrying out work on a legal case for him. But Mr S says he never received any legal advice or services from the person he was paying, and was advised in 2022 to stop paying them. He then later reported the payments he had made to RBS as a scam and asked it to refund the money he had lost.

RBS investigated but said it felt this was a civil dispute between Mr S and the person he had paid, so it didn't agree to refund the payments. Mr S wasn't satisfied with RBS's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think the available evidence was enough to say Mr S had been the victim of a scam. So they didn't think RBS should have to refund the payments he had made. Mr S disagreed with our investigator, 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 don't think it would be fair to require RBS to refund the payments Mr S made here. I'll explain why below.

Before our service considers whether a bank has done enough to protect its customers, we must first be satisfied that a customer has been the victim of a scam. But despite requesting evidence from him and giving him sufficient opportunity to provide it, I don't think we have enough information or evidence from Mr S here to safely conclude that the payments he has complained about were made as a result of a scam.

Mr S has said the payments were made to someone who said they were carrying out work on a legal case for him. But he hasn't been able to provide any evidence of any communication between him and the person he sent the payments to, or any evidence of any agreement between them for what the payments were for. He also hasn't been able to provide any invoices from the person for the work they were supposedly carrying out for him, or any evidence of the legal case he was pursuing.

I appreciate Mr S has said he mainly communicated with the person over the phone, so there wasn't any written communication with them for him to now provide, and that the person didn't provide him with any invoices or documents relating to the case – despite him asking for them. But this means that the only evidence we have about what the payments

were for, and that the person didn't do what it was agreed they would in exchange for this money, is what Mr S is now telling us.

And so I don't think the evidence available here is sufficient to safely conclude that Mr S has been the victim of a scam, or to ask RBS to refund the payments he made from his account.

I recognise Mr S has said another bank he sent payments to the person from has refunded him, and that the police are investigating the person he sent the payments to. But I can't comment on why another bank has chosen to refund him here, and I don't think it means RBS also has to refund him. And I haven't seen anything from the police specifically relating to the payments Mr S made or which confirms they have seen further evidence of Mr S being the victim of a scam than our service has been provided with.

So I still don't think I can safely conclude that the payments Mr S has complained were made as a result of a scam. And so I don't think it would be fair for me to require RBS to refund any of the payments he made here.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 May 2025.

Alan Millward
Ombudsman