

## **The complaint**

Mr and Mrs T complain that the Royal Bank of Scotland Plc (RBS) won't refund the full amount of money they say they lost to a scam.

## **What happened**

Mr and Mrs T have said in 2017 he was contacted regarding an investment opportunity. He was guaranteed high returns of 12% and that the returns would increase by 1% each year. They have said they were told the investment was safe and if they changed their minds they could 'cash it in after 12 months. Unfortunately, Mr and Mrs T have said they did not receive any returns from the investment. They invested £25,000 on 11 October 2018 via cheque.

RBS looked into their complaint but didn't uphold it. It found it was a civil dispute, rather than a scam. As Mr and Mrs T remained unhappy they brought their complaint via a representative to our service.

Our Investigator looked into the complaint but didn't uphold it. Our Investigator said Mr and Mrs T paid a legitimate company at the time. But Mr and Mrs T didn't agree with the Investigator's view, so the complaint has been passed to me to consider.

## **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.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm sorry Mr and Mrs T lost money but this doesn't automatically entitle them to a refund from RBS. It would only be fair for me to tell RBS to reimburse Mr and Mrs T if I thought it reasonably ought to have prevented the payments, or it unreasonably hindered recovery of the funds.

Banks have various and long-standing obligations to be alert to fraud and scams and to act in their customers' best interests. These are predicated on there having been a fraud or scam. So, a first consideration in determining RBS' obligations here would normally be: was Mr and Mrs T scammed as they allege?

But I don't think the answer to this question makes a difference to the fair outcome to this complaint. I say this because, while the payment in question is of a value that I think should've triggered RBS' fraud prevention systems, I don't think RBS could've prevented the payments being made.

Ultimately, on balance I am not persuaded that any intervention by RBS would have made a difference or prevented the payments. I say this because when Mr and Mrs T made the payments, they were led to believe they were investing in a legitimate company and product. They were given reassurances about the returns they would make and that they could “*cash in*” after 12 months if it “*wasn’t for them*”.

I’m also not aware of any information RBS could or should have known at the time, which would have alerted it to consider if Mr and Mrs T were at risk of financial harm. RBS could have given Mr and Mrs T general fraud and scam advice in relation to investing in particular. But ultimately, I do not think I can fairly say it would have been able to give Mr and Mrs T any information that would have led them to doubt what they already knew about what they were doing, including if they had undertaken further reasonable research at the time. So, even if Mr and Mrs T had been questioned in more detail or about the investment by RBS, I do not think it would have highlighted anything that would have caused concern or led RBS to believe Mr and Mrs T were at risk of financial harm from a fraud or scam.

### Recovery

Having considered the options available for recovery of the payments, I haven’t found RBS have done anything wrong or acted unfairly when it directed Mr and Mrs T to the administrator of the company. I’m satisfied there is no other route available for the recovery of funds.

### **My final decision**

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T and Mrs T to accept or reject my decision before 21 July 2025.

Jade Rowe  
**Ombudsman**