

## The complaint

Mr P complains that Yorkshire Building Society (YBS) didn't do enough to protect him from financial harm. He said he was the victim of an impersonation scam and wants the amount he lost, £3,320, refunded along with interest and £300 compensation for the upset he has been caused.

## What happened

In December 2023, Mr P received a message which he believed was from his son stating that he had broken his phone and was messaging from a friend's phone. The message said that the son was unable to access his bank account and asked Mr P to send money to another account to buy a new phone. Mr P believed the message was from his son and made two payments totalling £1,820. Mr P then received a further message about buying a laptop. Bank details were provided as to where the money should be sent and again Mr P believing it was for his son made further payments totalling £1,400. Mr P then made another payment of £800 in response to a further request. Mr P was then asked to make a further, much higher payment, at which point he contacted another family member to see if they had heard from his son. This was when the scam was identified.

Mr P said that YBS missed several opportunities to intervene and stop the payments. He said he was making payments to new payees, but he was never contacted about this, and the payments were unusual given his other account activity.

YBS responded to Mr P's complaint. It noted the reference to the Contingent Reimbursement Model (CRM) and said that it wasn't a signatory to this at the time. It acknowledged the comment about it not intervening in the payments and said that Mr P's payments were not deemed as high value and did not meet its threshold for review. YBS said that these types of scams had been around for a while and Mr P did no checks to ensure that the payments were for his son. It said that it had chased the beneficiary bank for confirmation of any funds to return.

Mr P referred his complaint to this service.

Our investigator noted the payments that were made.

Payment	Date	Payee	Amount	Type
1	3 December 2023	Individual 1	£920	Faster payment
2	3 December 2023	Individual 1	£900	Faster payment
3	4 December 2023	Individual 1	£700	Faster payment
4	4 December 2023	Individual 2	£700	Faster payment
5	5 December 2023	Individual 2	£800	Faster payment

Payment 3 was refunded to Mr P's account on 6 December 2023, as the account had closed. Therefore, the total lost to the scam was £3,320.

Our investigator didn't uphold this complaint. He didn't think the payments carried a heightened risk of financial harm from fraud noting that they weren't particularly unusual or

suspicious in appearance compared to the other activity on Mr P's account. He said the payments weren't made in quick succession and there was a maximum of two payments a day.

Regarding the recovery of Mr P's money, our investigator saw that Mr P submitted a web security report through the YBS website on the evening of 6 December 2023 and the YBS fraud team contacted him the following morning. YBS sent an email to both individual 1's and individual 2's account providers on 7 December but was advised no funds remained. Our investigator was satisfied that YBS did what it could to try to recover Mr P's money.

Mr P didn't agree that his payments shouldn't have been identified by YBS as needing intervention. He noted he made five transactions in less than 40 hours, and these were "*sudden and high volume transactions*" in comparison with his normal spending pattern. He said the payments on his account were transfers to his other accounts and a payment to a holiday company. He said he had no history of payments in the manner which happened in the scam. Mr P thought that YBS should have contacted him about the payments and had failed to protect him from financial harm.

Our investigator responded to Mr P's comments, but these didn't change his view.

Mr P asked for his complaint to be reviewed by an ombudsman. He didn't accept that "*five payments on three days would not be considered high velocity and not a heightened risk of financial harm*" as our investigator had said. He said he made just one payment externally in twelve months prior to and up to the dates of the scam. All other payments were bank transfers. He said the payments represented a large percentage of his savings.

### **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 am sorry to hear of the experience Mr P has had. I understand that Mr P deleted the messages he received from the scammer due to the upset they caused but based on his testimony, and the other details provided in the case, I accept that Mr P was the victim of an impersonation scam whereby the scammer, claiming to be Mr P's son, persuaded Mr P to transfer money to their accounts. I accept that Mr P only made the payments as he genuinely believed that his son needed the money.

Mr P made five payments in total – three to individual 1 and two to individual 2. The third payment to individual 1 was returned. There is no dispute that Mr P authorised the payments made from his YBS account. Under the Payment Service Regulations 2017, the starting point is that Mr P is liable for the payments he authorised. However, YBS should have systems in place to look out for out of character or unusual transactions, or other signs that might indicate that its customers are at risk of fraud.

YBS didn't intervene with the payments noting that they weren't deemed to be high value and did not meet its threshold for review. I understand Mr P's comment that the payments represented a large portion of his savings and this scam has resulted in him suffering a substantial loss, but I have to consider whether the individual (and combined) value of the payments was such that YBS should have reasonably considered them to be unusual activity and potentially putting Mr P at risk of financial harm.

The first payment was for £920, and this was followed around an hour later by a payment for £900. While I note Mr P's comments, I do not think that these payments were of a value that meant YBS should have identified them as being of concern. The payments were made in

quick succession but not so quickly that would suggest Mr P was being put under pressure, and as there were only two in the day, I do not think that I can say these should have been flagged by YBS. The payments were to a new payee, and I can see that Mr P's account was generally used to make transfers to his other accounts and his partner's account but there was a payment to a third party for an amount of £580 a few months earlier and the transfer amounts were in the hundreds. So, given the size of the payments and noting the movements through Mr P's account, I do not find I can say that YBS should have identified these payments as suggesting Mr P was at risk of financial harm.

Mr P made a third payment to individual 1 which was returned. This payment was made the following day and was for a lower amount. Again, I do not think this payment was of a value or nature that meant YBS should have intervened and, given it was only the third payment in two days, I don't think there was a pattern that meant YBS should have been concerned.

Mr P then made two payments to another individual, individual 2. These were for £700 and £800 respectively and took place over two days. For similar reasons as set out above, I do not think the payments were of a size that should have raised concerns. The payment amounts weren't escalating at this stage and while they were in close succession the timing didn't suggest Mr P was under pressure to make the payments.

So, while I am sorry to hear of the loss Mr P has experienced and I do not underestimate the financial and emotional upset this will have caused, in this case, I do not find I can say that YBS should have done more to intervene.

Once Mr P alerted YBS to the scam, I find it acted in a reasonable and timely way to try to recover the money. While one payment was returned, unfortunately the accounts to which Mr P had sent the money no longer had any funds. Therefore, recovery wasn't possible. While I appreciate this was upsetting, I find YBS did what we would have expected it to in this situation.

For the reasons set out above, while I understand this will be disappointing for Mr P, I do not find I can uphold this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 18 September 2025.

Jane Archer  
**Ombudsman**