

The complaint

Miss B, a sole trader, complains that she was deceived into taking out a Bounce Back Loan (“BBL”) and that The Royal Bank of Scotland Plc (“RBS”) wouldn’t conduct a scam investigation for her.

What happened

Miss B raised a complaint with RBS because she felt that she had been deceived into taking out a BBL with them. Miss B explained that she had recently seen that in March 2020, the UK Government downgraded the status of Covid-19 and that after that time it wasn’t considered by the Government to be a High Consequence Infectious Disease. Miss B further explained that she feels that the Government’s decision to ‘lock down’ the UK was misleading and affected her ability to work and caused her to take a BBL from RBS that she shouldn’t have needed to take, if the UK hadn’t been locked down.

Miss B therefore felt that she had been scammed into taking out a BBL and asked RBS to raise the matter as a scam investigation for her. RBS responded to Miss B and confirmed that they wouldn’t consider her concerns as being a potential scam. Miss B wasn’t satisfied with RBS’s response, so she asked this service to consider her complaint.

One of our investigators looked at this complaint. But they didn’t feel RBS had acted unfairly towards Miss B and so didn’t uphold the complaint. Miss B didn’t agree, so the matter was escalated to an ombudsman for a final decision.

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 note that Miss B has made several points of a legal nature in her submissions to this service. I’d therefore like to begin by confirming that this service isn’t a regulatory body or a Court of Law and doesn’t operate as such. If Miss B has a dissatisfaction with RBS that is of a legal nature, she would need to pursue this aspect of her dissatisfaction via a Court of Law.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Miss B has provided several detailed submissions to this service regarding her complaint. I’d like to thank Miss B for these submissions, and I hope that she doesn’t consider it a discourtesy that I won’t be responding in similar detail here. Instead, I’ve focussed on what I consider to be the key aspects of this complaint, in line with this service’s role as an informal dispute resolution service.

This means that if Miss B notes that I haven’t addressed a specific point that she’s raised, it

shouldn't be taken from this that I haven't considered that point. I can confirm that I've read and considered all the submissions provided by both Miss B and RBS. Accordingly, I can also confirm that if Miss B notes that I haven't responded to a specific point she's raised, I have considered that point, but I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Miss B has explained that she took out a BBL, but she feels that she was deceived into doing so. And Miss B has also explained that she feels that it was the UK Government that deceived her. As a financial ombudsman, I have the authority to consider the actions of RBS, and I have no authority to consider the actions of the UK Government. As such, my assessment of this complaint will focus solely on the actions of RBS.

The BBL scheme was put in place by the UK Government, and banks such as RBS were asked to participate in it. When Miss B applied to RBS for a BBL, RBS's role was to provide the loan and to enable Miss B to submit a self-attested application for it, as per the unique rules of the BBL scheme. Importantly, RBS (and indeed, all other loan providers that participated in the scheme) weren't expected or required to provide ongoing information about Covid-19 to loan applicants. Instead, it was for the UK Government to provide that ongoing information to the UK public.

If Miss B feels that the UK Government provided incorrect or misleading information about Covid-19, then that would be an issue for Miss B to take up with the UK Government. But upon consideration of Miss B's complaint, I don't feel that RBS themselves did anything unfair or unreasonable here. RBS had no control over whether Miss B did or did not apply for a BBL. And when Miss B did apply for a BBL, RBS provided one to her as they were expected to as per their role as a loan provider participating in the BBL scheme.

Notably, Miss B has confirmed that she was affected by the Covid-19 lockdown and that her business did experience a loss of custom at that time. And Miss B has also said that she used the BBL loan funds to 'survive'. It therefore seems disingenuous to me that Miss B is now saying that she didn't reasonably need such a loan. And if it's the case that Miss B is saying that the entire nation was misled into acting the way it did, such that no one should have changed the way that they acted during the Covid-19 pandemic, then that would not be something that RBS would be considered accountable for. I would also suggest that Miss B considers the hundreds of thousands of families who lost loved ones to Covid-19 during that time – a number which could potentially have been much higher had the social distancing measures that were implemented not been carried out.

Ultimately, Miss B received loan funds and used them, and so I feel that it's fair that RBS should now hold her accountable to repay those funds in line with the loan agreement. I also don't feel that Miss B's assertion that RBS should raise her concerns about the BBL scheme as a scam investigation have any merit at all, given the consequences of the pandemic that did occur, as discussed above.

Finally, Miss B feels that RBS have taken payments for the BBL without her consent, starting in June 2021. But in her complaint to this service, Miss B said that she cancelled the payment in September 2024, when she 'realised what was happening'. It seems unlikely to me that Miss B wouldn't notice such payments for over three years, and I feel that it's possible that she may have been aware of those payments but now seeks to recover them based on her dissatisfaction. However, I also note that the BBL agreement, which Miss B consented to and accepted when she took the loan, includes that RBS could take payments for the BBL from an RBS business current account – which Miss B held – if sufficient funds were present in that account.

All of which means that I don't feel that RBS have acted unfairly towards Miss B as she

contends and it follows from this that I won't be upholding this complaint or instructing RBS to take any further or alternative action. I trust that Miss B will understand, given what I've explained, why I've made the final decision that I have.

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 Miss B to accept or reject my decision before 18 November 2025.

Paul Cooper
Ombudsman