

## **The complaint**

Mr D complains that The Royal Bank of Scotland plc (RBS) didn't do enough to prevent him from losing money to what he says was a scam.

Mr D has used a representative to bring his complaint. But, for ease of reading, I'll mostly just refer to Mr D himself, where I also mean his representative.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. Mr D says that he responded to an online advertisement for an investment broker 'F'. He provided his details and was contacted by a representative from F. He was provided with access to a platform and could see trades progressing in real time. He was also in regular contact with F's representative. He says that he received about £4,000 in withdrawals from his account with F. But he was later unable to make further withdrawals and contact ceased, causing him to conclude he'd been scammed. Mr D made payments to F from various accounts he held. But those relevant to this complaint are the payments he made using his RBS credit card.

The payments took place between February and July 2024 (with many being in the first month) and totalled nearly £11,000. They ranged in value between £100 and £2,000. All the payments appeared as going to a merchant 'A'. Mr D says that this was where he was directed to make his payments, and he would then see them credit on his platform with F.

In December 2024 Mr D complained to RBS alleging that they'd not done enough to protect him from his losses. RBS didn't offer any redress and the matter was referred to our service. One of our Investigators didn't recommend that the complaint should be upheld. In a very broad summary he didn't think RBS had treated Mr D unfairly by not providing any redress. Mr D disagrees and has asked for an Ombudsman to review his complaint.

## **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've reached the same outcome as our Investigator and for similar reasons. I know this will be disappointing for Mr D, so I'll explain why.

RBS' first obligation is to follow Mr D's instructions and allow him ready access to the available credit his card provides. But they should also be alert to the possibility of fraud, scams and the misappropriation of funds. And they should do what they reasonably can to protect their customers from these risks. Clearly there is a balance to be struck between stopping and checking payments and not interfering with customers using their accounts. RBS can't be involved in every payment, and I think it's fair that there is a level of proportionality as to what can fairly be expected.

As I've mentioned above, the largest individual payment Mr D made was for £2,000 and most were for £1,000 or less. Whilst the payments did represent some increase in what was typically spent on the card, it also isn't particularly unusual for people to make use of credit cards for periodic additional expenses / spending. Neither was there anything about the merchant being paid which I think would've been a reason for RBS to have had further concerns. Mr D has suggested that RBS should've known these payments were towards an investment and that should've prompted them to have done more. I don't think RBS reasonably would've known that the payments were to an investment based on what appears to be the merchant code used. And even if they could, I still don't think the payments were so unusual or suspicious where I could fairly say they should've done more than they did before processing the payments.

RBS say they did require Mr D to provide further authentication for some of his payments by use of biometrics within their system. Whilst this would only have confirmed the payments as genuinely coming from Mr D and not have mitigated any scam risk, I think it was proportionate for the risk the payments presented and I don't think it was unreasonable for RBS not to have done more.

I also don't think RBS can reasonably be held responsible for Mr D's payments not being recovered once he'd informed them of his scam allegation. I've not seen evidence to support that there would've been enough to successfully pursue either a chargeback or a claim under s75 of the Consumer Credit Act.

I'm of course sorry to hear Mr D lost the money he did. But as I don't think this is something RBS can fairly be said to be responsible for, there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

### **My final decision**

For the reasons outlined above, 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 D to accept or reject my decision before 12 January 2026.

Richard Annandale  
**Ombudsman**