

The complaint

Ms P complains that The Royal Bank of Scotland Plc (RBS) are refusing to refund her the amount she lost as the result of a scam.

Ms P is represented by a firm I will call "W."

What happened

The background of this complaint is well known to both parties so I'll only refer to the key events here.

Ms P was approached via text message about a job opportunity, where she could complete tasks to earn money. After completing several tasks, Ms P could see some small returns, confirming her belief the job was genuine. Ms P then began investing in cryptocurrency on the instruction of the scammer, and it was only when she was unable to withdraw any money that she realised she had been scammed.

RBS considered the complaint that better intervention could have stopped the scam, but didn't uphold it as the payments had been made to accounts in Ms P's name.

W brought Ms P's complaint to our service, and while our investigator was of the view that the payments made were not ones that should have raised concern with RBS, she noted that they did intervene on two of the payments, which is more than would be expected. As Ms P provided answers to satisfy RBS's concerns, the payments were allowed to be made.

Our investigator also noted intervention by another firm where Ms P had provided inaccurate information, and so overall was of the view that no further intervention would have made a difference.

Ms P disagreed and so the case has been passed to me 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.

I'm 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, and it simply reflects the informal nature of our service as a free alternative to the courts.

When deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

Where the evidence is incomplete or missing, I am required to make my findings based on the balance of probabilities. In other words, what I consider is most likely to have happened given the information available to me.

As a starting point in this case, Ms P doesn't dispute that the payments were made in line with her instruction to RBS to make them.

In broad terms, the starting position at law is that a firm such as RBS is expected to process payments and withdrawals that a customer authorises them to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

That means in the first instance Ms P is presumed liable for the payments. RBS would not ordinarily have any responsibility for a loss incurred through the payments – provided they carried out the instructions correctly. And here, there is nothing that leads me to believe they didn't do so.

I'm really sorry that Ms P has lost such a large sum of money, but this doesn't automatically entitle her to a refund. It would only be fair for me to tell RBS to reimburse Ms P if I thought they reasonably ought to have prevented the payments, or they unreasonably hindered recovery of the funds.

Prevention

Businesses have various and long-standing obligations to be on alert for fraud and scams and to act in their customers' best interests. So, a first consideration in determining RBS's obligations here would normally be: should they ought reasonably to have held any suspicions or concerns in relation to the payments, and if so, what might have been expected from a proportionate intervention.

In this case, I'm satisfied Ms P authorised the relevant payments, and as explained above, RBS would generally be expected to process payments a customer authorises them to make.

That said, as a matter of good industry practice, they should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual, uncharacteristic or suspicious transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect a business to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent and minimising disruption to legitimate payments.

For me to ask RBS to refund the payments, I would need to be satisfied that not only did they fail to intervene sufficiently, but had they intervened in a way that we would expect, the loss would have been avoided.

In this case, having considered the payments Ms P made, I agree that while RBS did intervene on two of them, the payments made weren't of a value that I think should have prompted them to intervene. All payments were made to an account in Ms P's name, were spaced apart, were in line with usual account activity, and didn't show any of the hallmarks that are usually present with scam payments.

So, as I have touched on above, I have thought about whether appropriate further intervention or further questioning would likely have made a difference. Ultimately, I don't think any further intervention by RBS would have made a difference or prevented the payments from being made here. I will explain why.

The job wasn't one that RBS were recommending or endorsing. Their role was to make the payments that Ms P asked them to make, as she had already made the decision to get involved with the scammer, based on what she had been told and the research she had carried out before making the payments.

As mentioned above, I can see that RBS did intervene on some of the payments made. A warning was shown to Ms P for payments one and five, and although RBS haven't been able to provide evidence of the payment purpose chosen by Ms P, it's generally the case that

warnings are tailored to the payment purpose selected. On the balance of probability, Ms P would have most likely selected "I'm paying my own account" (as that is what she was doing) which then would have tailored any warnings towards an impersonation or safe account scam. If Ms P had chosen a job-related payment purpose, the warning would have been tailored to warn against job scams. It's evident on both occasions, the written warnings didn't resonate with Ms P as these were bypassed, and the transactions were completed.

So considering the intervention that did take place, I don't find it unreasonable that RBS let the payments go through.

It's also important to remember that RBS would not have been aware of activity taking place on other accounts. I can only assess what each business knew about the activity on the accounts they held for Ms P at the time.

It's also worth noting that Ms P looks to have been influenced by the scammer. I have read through the conversations that took place and can see that Ms P placed a high level of trust in the scammer and followed their instruction. Ms P followed the scammer's guidance on how to make the payments, she sent the scammer screenshots of the actions she was taking and even opened a new account with another firm when payments were being stopped elsewhere.

From the submissions provided, I can see W have confirmed that the scammer provided a suggested explanation for Ms P to use in the event that the firms queried the cryptocurrency transfers. This was presented as a standard precaution, and Ms P understood it to be a reasonable step given the nature of the transactions involved in completing her assigned tasks. She did not question this advice, nor did she find it unusual in the context of legitimate online investment activity. At no point did Ms P consider this to be dishonest or inappropriate.

W also told us that Ms P questioned the necessity of opening new accounts, but the scammers reassured her that this was a routine step to enable the transfer of funds and completion of tasks. Given the context and the professional manner in which the instructions were delivered, this did not appear unusual or cause her concern at the time.

I therefore find it most likely that even if RBS had intervened further, Ms P would have proceeded with the payments, and even if they had stopped the payments she was making, I believe it is most likely she would have found another way to make them.

I say this because Ms P also used several of her accounts held with different providers to facilitate payments in relation to the scam. One of those providers also intervened when she attempted to make payments and Ms P provided dishonest information. Providing incorrect information would make it very difficult for a firm to uncover any scam that was taking place at the time.

I do appreciate that Ms P opened a new account with a firm I will call "N," who contacted her when she attempted to make a payment. During this contact, when asked what the payment was being made for, Ms P said it was probably a scam, and her friend had recommended an online job. N confirmed it was a scam, stopped the payment and no further funds were sent.

Whilst I appreciate on this occasion, Ms P provided accurate information, the evidence shows that previous warnings were bypassed, and Ms P found other ways to proceed with the payments when faced with obstacles, by opening another account. This statement also suggests that Ms P potentially knew a scam was taking place at the time of opening the new account but was still attempting to make the payment anyway.

So having considered everything in detail, I'm not persuaded RBS were at fault for carrying out the relevant payment instructions, or for not preventing Ms P from making the payments. I say this as I don't believe any further intervention would have made a difference, given the

level of guidance given to Ms P, and the lengths she went to in order to have the payments processed through RBS, and other providers.

Recovery

I've also looked at whether RBS took the correct steps once Ms P contacted them to dispute the payments.

Ms P sent funds to accounts in her own name. If RBS tried to recover the funds, they could only have tried to recover them from Ms P's own account. It appears as though those funds were moved on and if not, they would be in Ms P's control to access as and when she wished.

Having carefully considered everything overall, I don't find that RBS could have reasonably prevented the loss Ms P incurred. In saying this, I don't underestimate the impact on Ms P as she has lost such a significant amount of money which has left her in a vulnerable position. I am really sorry she fell victim to such a cruel scam – she is not at fault here, the scammer is. However, it is simply the case that I don't consider I can fairly and reasonably hold RBS liable for her loss.

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 Ms P to accept or reject my decision before 20 April 2026.

Danielle Padden
Ombudsman