

## The complaint

Mr and Mrs F are unhappy The Royal Bank of Scotland Plc ('RBS') didn't reimburse them for the money they lost when Mr F fell victim to an authorised push payment ('APP') purchase scam.

While the payment was made from a joint account in Mr and Mrs F's name, it was made by Mr F. So, for ease of reading I'll refer only to Mr F in my decision.

## What happened

The background to this complaint is well known to both parties. So, I won't repeat everything again in detail here, but in summary I understand it to be as follows.

Mr F made a faster payment for £78 to a seller for the purchase of some collectable coins. Ultimately, Mr F never received the coins and didn't receive a refund from the seller either.

Mr F reported the matter to RBS who considered whether he was due any reimbursement under the Faster Payment Scheme and CHAPS – Reimbursement Rules ('Reimbursement Rules'). The Reimbursement Rules, which came into force on 7 October 2024 and apply to all UK-based payment service providers (PSPs), put a requirement on firms to reimburse APP scam payments made via the Faster Payments Scheme (or CHAPS).

RBS considered the matter was a civil dispute between Mr F and the seller and not an APP scam. Mr F formally complained to RBS, but it reiterated its position.

Unhappy, Mr F referred the matter to our service. Our Investigator looked into the complaint and didn't recommend the complaint be upheld. They considered, on balance, it was likely that Mr F was the victim of an APP scam. But they didn't consider Mr F was due reimbursement from RBS as it is entitled to deduct a claim excess up to £100 under the Reimbursement Rules. They also didn't think RBS could have prevented the loss. With regard to recovering any funds the Investigator acknowledged that while RBS didn't contact the beneficiary bank (as RBS had deemed the matter a civil dispute) the evidence provided from the beneficiary bank showed that the funds Mr F had sent had already been moved on / withdrawn. So, the Investigator was of the opinion that RBS wouldn't have been able to recover any of Mr F's funds even if it had considered what had happened was a scam and contacted the beneficiary bank at the time Mr F reported the matter.

Mr F remained unhappy that he wasn't due any reimbursement despite being considered the victim of an APP scam. Mr F considered RBS didn't contact the beneficiary bank when it should have done and this resulted in him having to do so, but with the beneficiary bank advising him that he needed to raise the scam claim with RBS – so it would receive notification, which RBS didn't do.

As the matter hasn't been resolved, it's been passed to me to decide.

## **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. This simply reflects the informal nature of our service as a free alternative to the courts.

In 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 have been good industry practice at the time.

I am sorry to disappoint Mr F, but I'm not upholding this complaint. Having reviewed everything, I don't consider RBS are liable to reimburse him.

### *The Reimbursement Rules*

As explained, the Reimbursement Rules put a requirement on PSPs to reimburse APP scam payments made via the Faster Payments Scheme (or CHAPS). RBS, given Mr F had said he'd previously sold coins to the individual, considered the matter was a civil dispute between two parties. However, I agree with our Investigator that on balance it seems more likely than not that Mr F fell victim to an APP scam. It doesn't appear that the seller had any intent to send the coins Mr F had paid for. According to the messages Mr F has provided, the seller seemed to be selling the coins as they were in desperate need of money to cover food bills. But after receiving Mr F's funds the seller didn't provide the postage tracking details, providing excuses in the process, and then they stopped responding to Mr F. On balance, it suggests it was more likely than not that the seller didn't have an intention to send the coins to Mr F.

So, I think Mr F's claim for the payment he made is covered under the Reimbursement Rules.

However, the Reimbursement Rules allow for a claim excess of up to £100 to be deducted by a PSP from the APP scam amount being reimbursed. If a consumer is deemed vulnerable, then a PSP cannot apply the claim excess, but I haven't seen anything to suggest that Mr F ought to have been deemed as a vulnerable consumer.

What this means is RBS would be entitled to apply the claim excess. And RBS confirms it will apply a claim excess where applicable and this is also stated within its terms and conditions.

I have natural sympathy for Mr F, in that he made a payment as part of a purchase scam, and that payment was for £78 – when there is a claim excess on any reimbursement up to £100 should a PSP choose to apply it. But unfortunately, it means that, despite me considering that Mr F was the likely victim of an APP scam, he isn't due any reimbursement from RBS in this instance.

Was there anything else RBS could have done to either prevent or recover Mr F's loss?

I wouldn't have expected RBS to have carried out any additional checks on the payment Mr F made given the amount of the payment. So, I don't think RBS could have prevented Mr F's loss.

Regarding the recovery of the funds Mr F had sent. When Mr F reported the matter, RBS deemed it was a civil dispute. And as it deemed the matter to be a civil dispute and not an APP scam then it wasn't required to notify the beneficiary bank. But, as explained, I think on balance it's likely that what happened was an APP scam. However, despite any failings here, I'm satisfied it wouldn't have made a difference with any recovery attempt. I say this because even had RBS deemed it an APP scam and reached out to the beneficiary bank at the time Mr F reported it, the beneficiary bank has provided evidence to show that Mr F's funds had already been moved on / withdrawn. So, as Mr F's funds had been utilised, no funds remained that could have been recovered or returned.

Mr F has my sympathy in that he paid money in good faith and didn't receive anything in return. While the Reimbursement Rules provides protection and reimbursement to consumers who have been the victim of APP scams – they do also allow for a claim excess to be deducted by a PSP. It will undoubtedly be frustrating for Mr F that he made a payment, that I've concluded was likely as a part of a scam, and won't receive any reimbursement. But the payment amount is less than the claim excess amount of £100 that RBS is entitled to (and would) apply. So, RBS aren't liable to reimburse him.

Overall, I don't consider RBS are liable to reimburse Mr F under the Reimbursement Rules, nor do I find that Mr F's loss could have been prevented. And despite RBS's decision to treat the matter as a civil dispute, which meant it didn't contact the beneficiary bank, it didn't have a detrimental impact on the recovery of any funds here – as they had already been utilised prior to Mr F reporting the matter.

**My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 7 May 2026.

Matthew Horner  
**Ombudsman**