

## **The complaint**

Mr W complains that The Royal Bank of Scotland Plc (“RBS”) won’t refund the full amount of money he lost to a scam.

## **What happened**

The background to this complaint is well-known to both parties, so I won’t repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr W complains that he sent several payments to what he thought was a legitimate investment.

When Mr W realised he had been scammed, he raised a complaint with RBS.

RBS looked into the complaint but didn’t uphold it. Mr W remained unhappy, so he brought his complaint to our service.

Our investigator looked into the complaint but didn’t uphold it. He found RBS did intervene on the two larger payments Mr W sent, but he wasn’t accurate with the answers he gave. So, our investigator didn’t think RBS could have prevented the scam.

As Mr W didn’t agree with the investigator’s view, the complaint has 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 very 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.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. RBS is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams.

However, there are many payments made by customers each day and it’s not realistic or

reasonable to expect a bank 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.

Having considered the size of the individual payments, I'm satisfied that the payment of £10,000 and £50,000 were of a value that I think ought to have concerned RBS that Mr W could be at risk from a fraud or scam. Here though I don't need to consider what a proportionate intervention needed to be, as RBS called and spoke to Mr W on both payments.

When questioned Mr W didn't give accurate responses to the questions he was being asked. He told the advisors that he was going abroad for a period and the payments were to fund the trip. Mr W was then asked further questions and given warnings based on this payment purpose.

Having listened to the calls, I can't see any reason why the advisors wouldn't have trusted Mr W was telling the truth about his trip. He was asked a proportionate number of questions given the identifiable risk.

I'm sorry to hear that Mr W was going through some challenging times when he made the payments and was on medication. I have considered this point carefully, but I didn't hear anything within the calls that in my view would have highlighted this to RBS - Mr W also didn't volunteer any of this information. Mr W's representative has said that the branch staff he interacted with should have triggered banking protocol, but I don't agree.

Our investigator asked the RBS branch staff to provide a recollection of their interaction with Mr W and they said there was nothing that caused them any concern. Having listened to the phone calls Mr W had; I find this plausible and persuasive given what I've said above.

It's worth noting that although Mr W has told our service that he was separated from his wife at the time and this made him vulnerable, he told the RBS advisor that his wife was joining him on the luxury holiday. So, this is another reason why I don't think it would have been obvious to RBS that Mr W was going through the challenges he has mentioned.

Therefore, due to the reasons I have outlined above, I am not persuaded RBS ought to have done more and due to this couldn't have prevented Mr W's losses.

### Recovery

The initial payment looks to have gone to a legitimate merchant, so I find it unlikely any chargeback claim would have been successful.

As the two larger payments were sent to an account in Mr W's name, before being sent on to the scammers, there would be no way for RBS to recover them.

I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think RBS needs to pay Mr W any compensation. I realise this means Mr W is out of pocket and I'm sorry he has lost this money. However, for the reasons I've explained, I don't find I can reasonably uphold this complaint.

### **My final decision**

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 W to accept or

reject my decision before 12 May 2026.

Tom Wagstaff  
**Ombudsman**