

The complaint

Mr M complains that Royal Bank of Scotland Plc ('RBS') won't reimburse the funds he lost when he says he fell victim to a scam.

What happened

Mr M says that in September 2025 he received multiple marketing emails from a company I'll call C in this decision about a mentorship programme. The emails included statements about places being limited, only taking nine clients on at a time and a need to act quickly to secure a place. In September 2025 Mr M paid £2,000 to C to join the programme. But he later discovered that lots of other clients were onboarded at the same time and the level of support he expected wasn't available. Mr M raised concerns with C and was told that he had paid for a lower-level package that did not include the benefits he thought he was getting. Mr M says C didn't tell him this at the time he made his payment and that had he known he wouldn't have bought the package.

In November 2025 Mr M raised a fraud claim with RBS. RBS said that Mr M has a dispute with C and it was unable to reimburse him.

Mr M was unhappy with RBS's response and brought a complaint to this service. The investigator who considered his complaint didn't recommend that it be upheld. He said that Mr M wasn't the victim of a scam; it was clear he had paid to join a mentorship programme that was offered to him. His concern was with the quality of the service provided.

Mr M didn't agree with the investigator's findings, so his complaint has been passed to me to decide. In summary, he said he wasn't saying that no service had been provided or complaining about the quality of the service, but that when he authorised the payment, he was misled to believe he was receiving a much more exclusive service.

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.

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 be good industry practice at the time.

I don't have any power to consider a dispute between Mr M and C. My role is to consider whether RBS, as Mr M's bank, treated him fairly.

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it 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.

The Financial Services and Markets Act 2023 required the Payment Systems Regulator (PSR) to introduce a reimbursement requirement for payments made over the Faster Payments Scheme as a result of fraud or dishonesty. Consequently in 2024, the PSR required the Faster Payments scheme operator (PayUK) to change the Faster Payment

Rules to require the firms that operate over Faster Payments to reimburse their customers sums paid as a result of APP (authorised push payment) scams in certain circumstances. These Rules, which I'll call the Reimbursement Rules, came into force on 7 October 2024.

In this case, I've first considered whether the Reimbursement Rules and associated guidance issued by the PSR are relevant to the payment of £2,000 I am considering. Where they are relevant, I must have regard to the rules and guidance, as well as considering what is fair and reasonable in all the circumstances of the complaint.

The Reimbursement Rules set out the requirements for a payment to be covered and sets out the features and definition of an APP scam. The Rules specifically define an APP scam as:

"Where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from the Consumer's Relevant account to a Relevant account not controlled by the Consumer, where:

- The recipient is not who the Consumer intended to pay, or*
- The payment is not for the purpose the Consumer intended".*

And the Rules specifically outline that private civil disputes are not covered. The term private civil dispute is defined in the Rules as:

"A dispute between a Consumer and payee which is a private matter between them for resolution in the civil courts, rather than involving criminal fraud or dishonesty."

In its published policy statement PS23/3, the Payment Systems Regulator gave further guidance:

"2.6 Civil disputes do not meet our definition of an APP fraud as the customer has not been deceived [...] The law protects consumer rights when purchasing goods and services, including through the Consumer Rights Act."

2.5 provides an example of when this might apply and says:

"...such as where a customer has paid a legitimate supplier for goods or services but has not received them, they are defective in some way, or the customer is otherwise dissatisfied with the supplier."

Mr M paid the party he intended to pay. So, for Mr M to be the victim of an APP scam as defined, I would need to be satisfied that C was acting fraudulently and dishonestly to deceive Mr M about the very purpose for which his payment had been requested.

Mr M bought a mentorship package and C provided this service. I note that in a message to Mr M, a representative of C said that Mr M hadn't joined live calls or logged into the training platform for over two weeks. This shows that C was providing the service, which Mr M has accepted. This means C's purpose in taking the payment and Mr M's in making it were aligned. Mr M's main concern is that he feels the package he bought was misrepresented to him.

It's difficult to know what was agreed between Mr M and C about what his £2,000 would cover. Mr M has referred to marketing emails which offered a small group mentorship opportunity. A message from C to Mr M says that there was a more exclusive package, but when Mr M completed his application, he indicated he didn't have more than £2,000 to invest, which meant the more exclusive package wasn't pitched or offered. Instead, Mr M was offered a lower value package designed for a wider group. I don't have any evidence of the discussions that took place and the agreement reached between Mr M and C. But even if there was a misrepresentation, I'm not persuaded it was fraudulent.

Overall, it seems to me that Mr M isn't happy with the service C has provided, which amounts to a civil matter that his bank isn't responsible for.

My final decision

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 April 2026.

Jay Hadfield
Ombudsman