

The complaint

Miss W is unhappy that The Royal Bank of Scotland Plc (RBS) won't reimburse losses from payments she made to a scam. A professional representative, WRS, has brought the complaint to the Financial Ombudsman Service on Miss W's behalf.

What happened

Miss W fell victim to a job scam which led her to make a series of payments from three of her bank accounts held at RBS, Santander and Halifax. She sent money from those accounts to two money transfer firms, Remitly and TransferGo, accounts which she had opened following the scammers' instructions. The funds were then paid onward by Miss W to payees that had been provided to her by the scammers in order to complete "tasks" in the belief that she was earning commissions.

WRS brought complaints to our service against all three banks seeking reimbursement for the losses. One of our investigators did not uphold any of the complaints, as they did not consider the payment activity to be unusual or requiring further intervention.

WRS did not appeal the investigator's findings in the complaint against Santander. However, they asked for final decisions on the complaints against Halifax and RBS. In summary, they argued that the payment activity was unusual, should have prompted further questioning, and—if the banks had intervened appropriately—the scam would have been uncovered and the losses prevented.

I issued a provisional decision on the complaint against RBS on 25 February 2026. In this, I stated that I was minded to reach the same outcome as the investigator and not uphold the complaint but for different reasons. A copy of what I said is outlined below:

I'm sorry that Miss W was the victim of a cruel fraud and I'm sorry that she has suffered a significant loss as a result of this. However, there is no automatic right to reimbursement in circumstances such as this. My role is to assess whether, based on the evidence, it would be fair and reasonable for RBS to reimburse any of that loss in view of what happened.

The relevant payments

I can see there have been some inconsistencies in the payments previously identified as being in dispute. WRS initially highlighted four payments to Remitly but then referenced more following the investigator's first assessment. However, after reviewing the casefile and the payment table under the second assessment, I can see at least one payment appears to have been miscategorised and a further one omitted.

Therefore, I have reviewed Miss W's bank statements, her correspondence with the scammers, and obtained information directly from Remitly and RBS to outline the table below which I feel outlines all the outgoing payment attempts to Remitly accurately which are linked to the scam:

Payment number	Date and time	Payee	Amount	Method	Outcome
1	19 September	Remitly	£50	Card	Processed

	2024, 2.54pm			payment	
2	20 September 2024, 10.25am	Remitly	£50.99	Card payment	Processed
3	20 September 2024, 12.20pm	Remitly	£39.99	Card payment	Processed
4	21 September 2024, 10.13am	Remitly	£300.99	Card payment	Processed
5	21 September 2024, 12.15pm	Remitly	£113.99	Card payment	Processed
6	21 September 2024, 12.28pm	Remitly	£52.99	Card payment	Processed
7	22 September 2024, 10.33am	Remitly	£302.99	Card payment	Declined, insufficient funds
8	22 September 2024, 10.35am	Remitly	£302.99	Card payment	Processed
9	22 September 2024, 12.24pm	Remitly	£482.99	Card payment	Processed
10	22 September 2024, 1.41pm	Remitly	£1190.99	Card payment	Processed
11	22 September 2024, 5.28pm	Remitly	£2502.99	Card payment	Processed
12	22 September 2024, 9.11pm	Remitly	£1181.99	Bank transfer	Initially held by RBS, then processed. Returned by Remitly on 23 September 2024

Initial Considerations

Under the Payment Services Regulations 2017 and the account's terms and conditions, Miss W is presumed liable for the loss in the first instance as she authorised all the transactions to Remitly. These were also transfers to accounts she controlled in her own name, so would not be covered by the Contingent Reimbursement Model (CRM) code that could apply to some payments subject to Authorised Push Payment (APP) fraud at the time of these transactions.

However, that is not the end of the matter. When taking into account the relevant regulations, industry guidance and good practice, there are circumstances in which RBS may be expected to take additional steps or carry out further checks before processing a payment to help protect customers from the risk of fraud.

The Payment Activity

The first six payments to Remitly all went through without issue, with the seventh payment only failing due to insufficient funds which Miss W resolved a few minutes later by topping up her RBS account.

The final payment to Remitly on 22 September was a bank transfer made via open banking, which RBS held at 9.06pm. This transaction hadn't been referenced in the investigator's assessments. RBS told me that the payment was flagged by their systems due to "fraud/scam concerns". Miss W was asked to confirm the payment through an automated telephone system. In order to release it, Miss W needed to confirm that she recognised it and wished to proceed. The payment was then released at 9.11pm.

In view of the payment activity and Miss W's account at the time of these payments, I think RBS should reasonably have intervened further at the point of the tenth payment to Remitly on 22 September for £1190.99.

I say this because it was the third payment to Remitly within roughly three hours and was significantly larger than any earlier transaction. While similar patterns had occurred in the preceding two days, those earlier payments were relatively small, and I would not have expected RBS's systems to detect or hold them before processing. However, the tenth payment was different and was at least twice the size of any previous attempt within the past three days. She also rarely made payments out of this account of this amount.

In my opinion, RBS should have held this payment and had a discussion with Miss W in a call to discuss it before it could be released. I would have expected RBS to explore the purpose behind it by asking open-ended and probing questions, and by responding appropriately with follow-ups to the information Miss W provided. The type of intervention RBS carried out on the final payment, where Miss W was simply asked to confirm the transaction through an automated system, would not have been sufficient in these circumstances.

Had that happened, I would have also expected an RBS agent to identify that this was the tenth attempted payment Miss W had made to Remitly in under three days. She had never previously made transactions to Remitly prior to this, and they should also have been able to see that Miss W had received £2000 from a loan provider just twenty minutes before making the £1190.99 payment. This pattern of rapid loan disbursement is a recognised indicator of potential financial harm and is commonly associated with scam activity that banks should reasonably be alert to.

Further points of intervention were also appropriate later on, particularly in relation to the £2502.99 payment. This payment was substantially larger again and added to the escalating series of transactions to the same payee. It was also funded by a second loan of £7500 into the account, which was considerably larger than the first received earlier that day and was credited to Miss W's account only five minutes before this payment attempt.

For these reasons, I disagree with the investigator's conclusion about the activity on Miss W's RBS account. By the tenth attempted payment, RBS ought to have recognised indicators of potential financial harm and taken steps to review the activity and question Miss W in order to determine whether she was at risk from a scam.

Would such intervention have made a difference?

Even though I believe further action was appropriate in light of the payment activity, a key consideration is whether the type of intervention I have described would, on the balance of probabilities, have made any difference to the losses that occurred.

Having carefully considered the relevant evidence, I do not think that it would. This conclusion is based on my review of Miss W's correspondence with the scammers over the relevant period and the information provided to me by Remitly.

Remitly's review of Miss W's payment activity

Remitly began a review of Miss W's payment activity on 22 September, shortly after the tenth payment listed above. Under the scammers' instructions, Miss W had just opened a second Remitly account to bypass a daily limit that applied to her first account. This was

done in order to complete a task during the job scam which required a payment of £3680, split into two parts (the tenth payment and this attempted payment of £1181.99).

Miss W informed the scammer that Remitly had placed the transaction under review. The scammer instructed her to say that the payment was for a relative dealing with an emergency. After a lengthy call and a live-chat exchange, Remitly told Miss W that the review could take up to 24 hours. Although I have not heard the call or seen the chat transcripts, Miss W told the scammer she had followed their instructions, and Remitly separately confirmed to me that this was the explanation she gave them.

Due to the timeframe of Remitly's review, the scammer instructed Miss W to open accounts with similar money transfer firms (Skrill and Neteller) to attempt the payment through those channels instead. Miss W transferred £1400 to her Santander account and told the scammer she had deposited this amount via Skrill, but she was ultimately unable to make payments from either platform because both were subject to account-opening verification checks.

The scammer then instructed Miss W to return to Remitly and open a third account by using a different email address. The evidence suggests that she attempted the twelfth payment listed in the table from this third account. After completing RBS's automated fraud check, she attempted the payment but Remitly placed it under review again. This is reflected in her messages to the scammer, in which she explained that Remitly was questioning the previous payments made to the same payee on the other accounts:

"... they are questioning all the previous payments made to that name on the other accounts. They are not accepting the family emergency. This is extremely awkward."

Shortly afterwards, she told the scammer that Remitly was rejecting the funds and returning her money. Remitly told me that they returned the £1181.99 because her explanation for the payment did not appear credible. The funds were credited back to her RBS account the following day.

Despite this, Miss W continued to make payments towards the scam to complete the outstanding task. The next day, she made a payment of £1185 from her Santander account via an account opened with TransferGo and made the payment towards the scam. However, she was then unexpectedly presented with a further task requiring a payment of £8000 before any withdrawal would supposedly be possible. Although she told the scammers she could not afford this, she transferred £2800 from her RBS account to Halifax and sent a further £3000 to TransferGo as a partial payment.

Miss W reporting the scam and continued engagement with the scammer

The £3000 payment from Halifax was the final transfer Miss W made to the scam as she had no further funds available to complete the outstanding task. On the morning of 24 September, she told the scammer she had applied for another loan, but this had been declined. After questioning why withdrawals were not possible and attempting to negotiate a reduced amount, she called RBS later that evening to say she believed she had been scammed. She contacted the bank again the following morning, and an agent recognised that this was a job scam and advised her not to make any further payments.

However, Miss W continued engaging with one of the scammers until 3 November in an apparent effort to source funds to complete the task. During this period, her messages with them indicate that:

- She applied for a loan of £4000 on or around 8 October after the scammer provided a list of possible lenders to try to meet the outstanding amount required.
- When this application was declined, the scammer said a "friend" could contribute towards the outstanding balance which would reduce the amount required from Miss W. She was receptive to the scammer's offer and attempted to raise funds based on this reduced amount. She applied for a £1,500 loan on 19 October and also

mentioned a friend she had asked to borrow from, but both options ultimately fell through.

- *After WRS had been instructed and complaints raised to the banks on 1 November, Miss W was still engaging with the scammer and discussing how she might be able to pay the rest of the outstanding amount off.*

In view of the above, I do not consider that further intervention from RBS would have prevented the losses. The way Miss W responded to Remitly's questions suggests she would have given similar explanations to RBS and consulted the scammers on what to say. This would have limited the effectiveness of any questioning intended to uncover the true purpose of the payments.

WRS may argue that had RBS questioned Miss W, similar concerns would have arose with her explanations as they did with Remitly and they would have rejected the transfers she was making. While I accept this is possible, I cannot reasonably conclude that such action would have stopped Miss W from continuing to make payments towards the scam.

First, when Remitly refused or reviewed payments, Miss W did not stop. Instead, she pressed on by opening further accounts as instructed by the scammer, attempting to use other money-transfer firms and opening a third one at Remitly. She also directed payments to TransferGo from her other bank accounts rather than RBS. This makes me think she would very likely have done something similar had RBS intervened in a similar way.

Second, Miss W's continued engagement with the scammers after contacting RBS raises significant doubt that an earlier intervention would have been effective. I raised this with WRS and it acknowledged that Miss W continued to apply for loans during this period. However, it argued that the key point was that she made no further payments after reporting the scam and this demonstrates that she followed RBS's advice. They also suggested that her continuing correspondence with the scammer was an attempt to gather information to assist RBS and WRS in identifying them.

Respectfully, I do not accept WRS's arguments. I do not find it credible that Miss W would have continued applying for loans if she had been carrying out an information-gathering exercise. The evidence indicates that the only reason she did not make further payments to the scam was because she was unable to obtain additional funds because her loan applications were declined and friends were unwilling or unable to lend her the money she sought. In my view, it is more likely than not that, had she been able to access the further funds she was actively trying to raise, she would have directed them to the scam.

For these reasons, I cannot reasonably conclude that further intervention from RBS would have prevented the losses and I cannot ask the bank to reimburse the losses as a result.

My provisional decision

For the reasons I've given, I'm currently minded not to uphold this complaint.

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RBS had no further comments in response to what I said. On Miss W's behalf, WRS rejected my provisional decision and put forward several points for my consideration, including:

- That it was inconsistent to say that RBS ought to have intervened by the tenth payment but should not bear responsibility for any of the losses.
- RBS' failure to carry out an appropriate intervention materially contributed to Miss W's losses and the bank should reimburse Miss W for losses from the tenth payment onwards, with an appropriate deduction for contributory negligence.
- That I had placed too much weight upon Miss W's responses to Remitly to reach my conclusions. The firm is a money transfer platform with which Miss W had no

relationship of trust. RBS was her bank and a direct intervention from them which identified the hallmarks of a task-based employment scam could reasonably have broken through the scammers' narrative.

- The fact remained that Miss W did not make any further payments towards the scam after reporting it to RBS. That decision was not due to a lack of access to funds alone, but due to a shift in her understanding. The continued correspondence and applications for loans was an emotional response to trauma—an attempt to understand what had happened, not evidence she would have continued paying.

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 sorry to disappoint Miss W again but my conclusions on this complaint remain unchanged from what I said in my provisional decision.

I am very aware that I have summarised WRS' responses to the provisional decision in less detail than they were provided, and in my own words. No discourtesy is intended. Rather, I have focused on what I consider to be the central issues. If I have not mentioned a particular point, it is not because I have ignored it — I have not. I am satisfied that I do not need to address every individual argument in order to reach what I consider to be the fair and reasonable outcome. Our rules allow me to do this, reflecting the informal nature of our service as a free alternative to the courts.

It is important to reiterate that, under the relevant regulations and the terms of the account, Miss W is liable for losses arising from payments she authorised. As set out in my provisional decision, there was no applicable protection that guaranteed reimbursement from RBS in circumstances where authorised payments were made as part of a scam. This remains the case even if it is concluded that RBS should reasonably have intervened and done more during the timeline of events.

Respectfully, WRS should be aware that causation is a critical and determinative factor in our service's approach to cases of this nature. Even though I have concluded that RBS ought to have taken further action in light of the payment activity, this does not mean the complaint will be upheld on that basis alone. I would also need to be satisfied that a more effective intervention would, on the balance of probabilities, have positively influenced Miss W's decision-making. For this reason, I cannot agree with WRS's suggestion that it would be inconsistent for me to find that RBS could have done more yet not require it to reimburse losses from the point I identified.

I have considered the additional points put forward by WRS about why an intervention from RBS would have led to a different outcome where losses from the scam would have been prevented. However, I am not persuaded by these arguments. In my view, there is insufficient evidence in the timeline to support the assertion that an intervention from RBS would, on the balance of probabilities, have produced a different result. As I noted under my provisional decision, Miss W was willing to follow the scammer's instructions to provide inaccurate explanations for payments that were challenged and sought alternative providers to continue making payments when she encountered difficulties. On the evidence available, there is little to suggest that an intervention from RBS would have altered her behaviour. I also think it would have been difficult for RBS to have identified the hallmarks of a task-based employment scam in such circumstances as WRS suggests it could have done.

While I accept that no further payments were made to the scam after it was reported, I fundamentally disagree with the likely reasons for this. I cannot accept that her continued loan applications were an attempt to understand what had happened as WRS has suggested. Based on the evidence available, I remain of the view that these applications

were most likely an effort to obtain additional funds that would have been directed towards the scam had they been successful.

I am very sorry that Miss W has lost a significant amount of money from this awful scam, but I cannot say with any confidence that further intervention from RBS would likely have led to a different outcome in view of the evidence I've seen. As a result, I cannot reasonably recommend they reimburse the losses in the circumstances.

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 Miss W to accept or reject my decision before 10 April 2026.

James Abbott
Ombudsman