

The complaint

Mrs G complains that ClearBank Limited (trading as Tide) ('Tide') hasn't reimbursed the money she's lost to a scam.

What happened

Mrs G has fallen victim to a romance scam. In June 2023, she began conversing with an individual she'd met on a dating website ('the scammer'). The scammer declined to meet Mrs G in-person, explaining that he was travelling for business, but they exchanged telephone numbers and continued communicating on a daily basis – sending each other messages and photographs, and having telephone conversations. Over the course of several months, Mrs G sent the scammer numerous payments from her Tide account (via a number of different 'agent' accounts) – to cover things such as business transactions, repayment of his late father's debt, hotel fees, flights, customs fees, food and essentials. The payments are set out in the table below:

Payment number	Date of payment	Amount of payment	Payee number
1	26 June 2023	£6,280	1
2	30 June 2023	£5,000	1
3	3 July 2023	£2,500	1
4	3 July 2023	£1,000	2
5	7 July 2023	£5,000 (returned payment)	3
6	10 July 2023	£2,900	4
7	11 July 2023	£1,000	4
8	12 July 2023	£5,000	4
10	21 July 2023	£5,000	4
11	27 July 2023	£2,000	4
12	1 August 2023	£3,500	4
13	25 August 2023	£3,000	4
14	3 September 2023	£2,500	4
15	13 September 2023	£2,300	4

16	18 September 2023	£2,500	4
17	26 September 2023	£3,500	4
18	4 October 2023	£4,500	4
19	24 October 2023	£1,300	5
20	1 November 2023	£5,200	5
21	18 November 2023	£10,000	6
22	24 November 2023	£1,000	6
23	30 November 2023	£5,000	7

Tide blocked an additional payment Mrs G attempted to make to payee 7 on 30 November 2023 and restricted her account usage whilst it investigated. It subsequently came to light that Mrs G had fallen victim to a scam.

Mrs G raised a scam claim with Tide on 27 December 2023. Tide initiated recovery attempts on the same day, but less than £1 was recovered from the receiving accounts, and Tide has declined to reimburse Mrs G's financial loss.

Mrs G referred a complaint about Tide to this Service. She complained that Tide failed to recognise the unusual account activity occurring and intervene to protect her from the scam. She said that she would've realised she was being duped if she'd been given a warning that scams like this occur. But although she had some concerns at times and felt that something wasn't right, the scammer reassured her, and she was convinced that she was in a real relationship with him.

What did our investigator say?

Our investigator thought that Tide ought reasonably to have intervened with payment number 21. He said that, if Tide had intervened effectively at that point, it's likely the scam would've been uncovered and Mrs G wouldn't have lost that payment, or any further payment. So, he asked Tide to reimburse payments 21-23.

Neither party agreed with our investigator's findings. Mrs G thought Tide ought to have intervened earlier, and, although Tide accepted that an intervention on payment number 21 might have been appropriate, it thought Mrs G should be held partly responsible for her loss because it said there was more she could've done to protect herself.

Our investigator reinvestigated and reassessed the case and found that an intervention on payment number 21 would not have been likely to prevent Mrs G's financial loss, based on an unsuccessful intervention carried out by an external account provider. So, they didn't ask Tide to reimburse any of Mrs G's financial loss.

Mrs G asked for an ombudsman's final decision, so the case has now 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.

It's common ground that Mrs G 'authorised' the disputed payments. So, even though she was the victim of a scam, and she didn't intend to pay a fraudster, the payments were 'authorised' under the Payment Services Regulations. Tide had an obligation to follow Mrs G's payment instructions, and Mrs G is presumed liable for her loss in the first instance. But that's not the end of the story.

Taking into account the law, regulator's rules and guidance, relevant codes of practice, and what I consider to have been good industry practice at the time, I think that Tide should:

- Have been monitoring accounts and payments made or received to counter various risks, including fraud and scams, money laundering and the financing of terrorism.
- Have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (amongst other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer.
- In some circumstances, irrespective of the payment channel used, have taken additional steps or made additional checks before processing a payment, or in some cases declined to make a payment altogether, to help protect its customers from the possibility of financial harm.

I agree with our investigator that Tide ought to have done more to try to protect Mrs G from financial harm from fraud. But I think it's unlikely it would have made a difference if it had. I'll explain why.

Mrs G's external account provider, which I'll refer to as 'Bank A', stopped a payment that Mrs G attempted to make to the scam on 1 December 2023 and asked her some questions about it. Mrs G told Bank A that she was sending money to an 'agent' who would forward the money to her partner to pay for a flight and some bills. Bank A told Mrs G it was concerned she was falling victim to a romance scam and explained some of the characteristics of that type of scam. It said the information Mrs G had given it during its intervention exactly matched what would be seen in a romance scam and asked her to attend a branch with photographic identification and any evidence relating to the payments she was making to her partner so that it could discuss the matter further with her. Mrs G has indicated that she did attend a branch at Bank A's request, and that she was guided through her interaction with Bank A by the scammer.

Despite Bank A's intervention, I've seen that Mrs G went on to use an electronic money institution to instruct two further payments to the scammer via payees 6 and 4. During the payment journey to payee 6, Mrs G indicated that she thought she was being scammed and cancelled the payment. But she then went on to make a payment to payee 4 despite those concerns.

Given that Bank A was unable to break the scammer's spell with clear and relevant warnings and a face-to-face interaction, and that Mrs G went on to make further payments to the scam despite her apparent knowledge that she may be falling victim to a scam, I'm not persuaded that any intervention Tide could've carried out would have broken the scammer's spell and brought the scam to a halt in order to prevent further financial loss.

I'm really sorry to hear that Mrs G has lost money to a cruel and callous scam. I have a great deal of sympathy for her, and I appreciate that she feels Tide ought to have done more to

protect her. But I don't consider that it would be fair or reasonable to require Tide to reimburse her in the circumstances.

Finally, I've thought about whether Tide could've done more to recover Mrs G's funds, but I'm not persuaded that it could. It initiated recovery attempts on the day Mrs G raised a fraud claim with it but, unfortunately, there was very little remaining in the receiving accounts to recover.

My final decision

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 28 October 2025.

Kyley Hanson
Ombudsman