

## The complaint

A company, which I'll refer to as I, complains that ClearBank Limited won't refund payments it considers to be part of a scam.

Mr H, who is a director of I, brings the complaint on I's behalf.

ClearBank partner with Tide to provide I's account. While Clear Bank is ultimately responsible for the complaint, I'll generally refer to Tide throughout the decision as that's who I has dealt with.

## What happened

Mr H considers that the following faster payments made from I's account to an individual that I'll call 'M' were part of a scam:

Date	Amount
12 January 2024	£553.75
23 February 2024	£250.00
6 March 2024	£407.50
8 April 2024	£750.00
31 May 2024	£215.63

Mr H told Tide about what happened in July 2024, who responded that it couldn't dispute them because they were faster payments, and this would be classed as a civil dispute. Mr H disagreed and Tide subsequently agreed to report the matter as fraud with M's bank. M's bank responded to Tide saying it considered this a civil matter so it wouldn't send the money back.

Still unhappy, Mr H raised a complaint. Tide didn't agree to refund the money but it offered £100 compensation for its delay in telling Mr H what M's bank had said.

## 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.

Having done so, I've reached the same outcome as our investigator for these reasons:

- I'm not persuaded there's enough to say this was a scam. Or, in other words, that this involved criminal fraud or dishonesty. Particularly as it seems I had paid M since 2022 and acknowledges that some of M's work was legitimate.
- But even if I was wrong about that and I accept that these payments were a scam, it doesn't mean that Tide should refund I. The starting position in law is that I is responsible for payments it made. And Tide has a duty to make the payments it tells it to.

- There are circumstances when it might be appropriate for Tide to take additional steps before processing a payment. Such as when there are grounds to suspect the payment presents a fraud risk. That might occur when a payment is significantly unusual or uncharacteristic compared to the normal use of the account.
- Looking at I's account history, I'm not persuaded these payments appeared so uncharacteristic that Tide ought to have suspected I was falling victim to a scam. I've noted:
  - they were over the course of several months;
  - they weren't particularly significant in value;
  - I had previously made payments of a comparative size;
  - M was a longstanding payee, dating back to 2022.
- Taking this all into account, I don't consider it remiss that Tide processed the payments in line with the instructions without completing further checks. That means that, whether or not this was a scam, I don't find it could be fairly held to blame for failing to stop I's payments to M.
- I've also considered what happened after Mr H reported the matter to Tide. It seems that it did raise this with M's bank but they too considered it a civil dispute so didn't send the money back. In these circumstances, I don't think there was reasonably more Tide could've done.
- I realise Mr H is unhappy with Tide's delay is telling him what M's bank said – he thinks it's prejudiced pursuing legal action. But I've nothing to explain exactly how these weeks' delay affected I's potential claim – or why I couldn't pursue legal action without M's bank's response. It follows that I'm not persuaded the impact this had on I warrants anything more than the £100 compensation offered.
- I realise this decision will be disappointing news for Mr H. But for the reasons I've explained, I don't think Tide can be fairly held responsible for refunding these disputed payments.

### **My final decision**

For the reasons I've explained, I don't uphold I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask I to accept or reject my decision before 12 May 2025.

Emma Szkolar  
**Ombudsman**