

## The complaint

Mrs B, in her capacity as a director, complains on behalf of a limited company 'K' that ClearBank Limited didn't do enough to prevent the loss it suffered when it was the victim of a 'safe account' scam.

Mrs B has been helped with her complaint by her daughter Miss B. But, for ease of reading, I'll mostly refer to Mrs B herself where I also mean Miss B and or the company, K.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. I understand that Miss B had access to K's account to assist Mrs B as and when payments were required. In September 2024, Miss B was the victim of a safe account scam.

She was contacted by phone from someone purporting to be from her bank 'S'. The caller highlighted a pending payment on her account and Miss B confirmed this wasn't her. The caller then seemed to be able to have that payment reversed and also sent Miss B a text message which appeared in the same thread as previous messages from S. Miss B was initially tricked into authorising a card payment from her account with S. She was told her accounts were at risk and that money needed to be moved to a safe account.

The scammer then told her that other accounts on her device were also impacted. This resulted in Miss B instructing two payments from K's account with ClearBank. The payments were for £20,000 and £800 and took place at 7.29pm and 7.34pm respectively on 24 September 2024. The beneficiary information was recorded as being a company 'C'. Miss B had been told that this was a temporary account name to hide the funds, and that it would be changed back later.

Miss B says that the scammer then took out a loan for £40,000 which was paid into another account she held with a different bank 'B'. He then tried to persuade her to also move this money on. Miss B became suspicious, ended the call and reported what had happened. Ultimately, ClearBank declined to provide any redress. In a broad summary they didn't think they'd done anything wrong. The matter was referred to our service and one of our Investigators thought it should be upheld. She recommended that ClearBank pay Mrs B around £10,400 plus interest. This represented 50% of the loss and was based on her conclusion that ClearBank ought to have done more, but that there had been contributory negligence such that a reduction was fair. ClearBank didn't accept this outcome. They maintained that they didn't think they'd acted unfairly and asked for an Ombudsman to make a decision. In March 2026, I issued a provisional decision in which I said:

*"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'm intending to reach a different outcome to that of our Investigator. As such, I'm issuing this provisional decision to give both sides a further opportunity to comment*

*before my decision is finalised.*

*Firstly, I accept that Miss B was the victim of a cruel and callous scammer. But, that doesn't automatically entitle Mrs B to a refund from ClearBank. ClearBank also weren't a signatory to the Lending Standards Board's Contingent Reimbursement Model (CRM Code) and so that can't be used as a basis to expect more from them. So despite my natural sympathy for the loss Mrs B has suffered as a result of criminal activity, my role requires that I remain impartial. So my consideration must be as to whether, in the circumstances here, ClearBank have failed in such a way that it can be said they are responsible for the loss or a part of it.*

*It doesn't seem to be in dispute that Miss B authorised the payments relevant to this complaint (and that she had Mrs B's permission to access the account and make payments). So, the starting point is that K will usually be liable for authorised payments. However, it is also right to say that ClearBank should act in their customer's best interests and that they should do what they can to try to combat fraud and scams. And there will be circumstances where they should take some additional steps before processing payments, to try to protect their customers. But, it's also fair to say that they can't be involved in every transaction. I think it's fair and reasonable that there is a degree of proportionality as to when (and to what extent) they should intervene in payments. They need to strike a balance between trying to prevent fraud and scams but also allowing their business customers like K to freely operate their accounts and make payments.*

*K is a property rental business. And the account activity is in line with what might reasonably be expected for a business of that type. There are regular incoming payments which seem to be rental payments, as well as regular outgoing mortgage payments. There are also occasional larger payments which look to be made towards property maintenance and payments to savings accounts. ClearBank have highlighted larger payments which took place some time prior to the scam payments. They say, in the context of the overall activity on the account, the payments made as a result of the scam didn't stand out to such an extent that they needed to do more. The outgoing payments highlighted were £148,914 in March 2021, £165,778.75 in August 2022 and £98,967.74 in September 2022. Beyond this, the largest more recent transfer seems to be for £8,000 in April 2024.*

*I understand Mrs B's position that large payments aren't typically made each month and I do understand that. But when I step back and look at the account activity as a whole, it shows that from time to time, larger payments (some significantly larger than those linked to the scam) are made from the account. And in this context, alongside this being a business account, I don't think it was unreasonable for ClearBank not to have done more than they did prior to processing the payments relevant to this complaint.*

*I understand this will be disappointing for Mrs B. But even if I'm wrong on this point, and ClearBank should've intervened, in the circumstances of this complaint, I'd have considered an appropriate intervention to have been some sort of in-app warning, one time passcode or similar. I don't think either payment is so unusual or suspicious where I'd expect ClearBank to have blocked the account and to have insisted on speaking to Mrs B on the phone prior to processing it. And that is the only way I think the scam might've come to light at the time. The evidence from Miss B's dealings with S supports that (under the guidance of the scammer) she quickly clicked through any online or in-app warnings to enable the payments to progress. It follows that I can't fairly say that ClearBank are responsible for any failures which would've impacted the payments being made. And with regard to their recovery efforts, I don't think there were any delays in ClearBank sharing the information they'd gathered with the recipient bank that negatively impacted whether anything could be recovered. So this too isn't a basis upon which I could direct that a payment needs to be made.*

*As I said above, I'm genuinely sympathetic to Mrs B having been a victim of crime. But I have to be fair to both sides of this dispute, and as I don't think there were errors by ClearBank which caused the loss, I'm not intending to direct that they need to do more to resolve this complaint."*

Neither Mrs B nor ClearBank provided a response to my provisional decision.

### **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.

As neither party had any further comments or evidence for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask K to accept or reject my decision before 15 April 2026.

Richard Annandale  
**Ombudsman**