

The complaint

Mr M complains that Clydesdale Bank Plc trading as Yorkshire Bank (Clydesdale), as the recipient bank, didn't do enough to prevent him losing money to what he says was a purchase scam.

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. In February 2020 Mr M sent a payment from an account with his own bank (which was based outside the UK) to an account held with Clydesdale. The payment shows on the Clydesdale account statement as arriving on 25 February 2020 and being for £18,194.

Mr M says that at the time he believed it to be for the purchase of some gold bars. He'd been in contact with someone from an online auction website and had agreed to this purchase outside of their platform. He sent a smaller initial payment through PayPal and the large transfer was for the balance due. Mr M never received the gold bars and believes he's been scammed. He says he reported this to his own bank at the time, but no recovery or refund was obtained.

Mr M later complained to Clydesdale who responded in January 2026. In essence they didn't agree they'd done anything wrong. The matter was referred to our service and one of our Investigators pointed out that under our jurisdiction rules, we were unable to consider Clydesdale's actions prior to 31 January 2019. This included the opening of the account which took place before that date. And for what she could consider, she didn't recommend that the complaint should be upheld. In a broad summary she wasn't persuaded Clydesdale had acted unfairly. Mr M didn't accept this outcome and has asked for an Ombudsman to review his complaint.

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 and for largely the same reasons. I know this will be disappointing for Mr M, so I'll explain why.

Clydesdale should do what they can to try to prevent the accounts they provide being used in connection with fraud and scams. But they also can't be involved in every transaction, and I think it's fair that there is a degree of proportionality as to when (and to what extent) they should intervene in their customer's accounts. Clearly, there is a balance to be struck between combatting financial crime and allowing customers ready access to their accounts.

I've reviewed the activity on the account Mr M paid from 31 January 2019 until his payment arrived. Within that time period, the account operated within the expectations of an account

of this type (and was a continuation of how it had operated previously). There wasn't anything I think was so unusual or suspicious where I think I could fairly say that Clydesdale ought to have interfered in their customers operation of the account in such a way that it might've made a difference to Mr M. Clydesdale also said they hadn't received any reports of the account receiving payments as a result of a scam in that time period. So, I don't think there was a failure to act in that regard either.

When Mr M's payment arrived in the account, there was also no particular urgency to it being sent on (as is commonly seen in scams). And the payment itself (and the following outgoing payments) weren't meaningfully distinct from the way in which this account typically operated. There was also nothing about the beneficiary name or reference used alongside the payment that I think ought to have caused concerns. So again, I can't say Clydesdale were at fault for not intervening.

I have seen evidence of the message (on 27 February 2020) that Clydesdale received in relation to Mr M's payment. Our Investigator has already described this in detail, so I won't quote it again here. But in essence it requested the cancellation of the payment and the return of the funds. The response Clydesdale gave is that their customer had advised they weren't willing to return the funds as the money was owed to them. I don't think Clydesdale acted unreasonably in doing this. There is no guarantee of a return of funds following such a request. And, on balance, Clydesdale did as I'd expect, which was to check with their customer if they were willing to debit the account. I don't think Clydesdale reasonably ought to have interpreted the message they received as indicating the allegation was that the payment was as a result of a scam. So I can't say they did anything wrong in not treating it in that way. I appreciate Mr M doesn't agree with this, but recalls can be made for a variety of reasons, and unless there was some indication of wrongdoing by their customer, Clydesdale weren't required to do more than they did. For completeness, Clydesdale haven't been able to provide evidence of the contact between them and their customer. But I think the messages between banks are sufficient to indicate that their customer didn't agree to the funds being returned. And I also don't think it's unreasonable that Clydesdale no longer have this information, given the time that has passed.

Mr M also says that he directly reported this himself to Clydesdale, but that they refused to speak to him as he wasn't their customer and he was referred back to his own bank. The industry practice is for allegations of scams to be made through the sending bank. And whilst I'm not suggesting this is the case as it relates to Mr M, part of the reason it's done this way is to mitigate the risk of malicious reports. It seems unlikely that Clydesdale were put on notice of Mr M's allegation about the payment as in his own words they 'refused to speak to him'. And even if this is something they ought to have done, and if I were to accept that Mr M had a claim to any balance in the account at that point, the evidence supports that the accountholder would've contested this and claimed entitlement. There had also been other credits into the account in the interim, meaning there would've been the possibility for others to have also had a claim over funds in the account. So, it's far from conclusive that Clydesdale engaging more with Mr M would've impacted the loss he has suffered. And I'm not persuaded I could fairly direct them to do more on that basis.

Mr M has also said that he thinks Clydesdale would've been on notice that his payment was made as a result of a scam because he reported this to the police on the same day the recall request was made. He also thinks Interpol would've informed the UK authorities. I've considered these points, but I've seen no evidence that Clydesdale were indeed put on notice, and as I've said above, the message I've seen that they received about the payment, didn't allege a scam.

Mr M also asked that I direct Clydesdale to provide further evidence that he believes will be relevant. Clydesdale have confirmed they've provided all the evidence they have in relation

to this matter and I don't think them not having more is unreasonable (given the passage of time). For clarity, this includes the messages between banks which I've referenced numerous times above which were contemporaneous. So none of Mr M's further comments have changed my mind as to the outcome of this complaint.

I'm very sorry to hear of the difficult personal circumstances Mr M has described and of course that he's lost so much money following his attempt to buy gold. But my role requires that I remain impartial and as I'm not persuaded his loss (or a part of it) is something that Clydesdale are responsible for, there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

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 Mr M to accept or reject my decision before 18 May 2026.

Richard Annandale
Ombudsman