

## **The complaint**

Mr S complains that Barclays Bank UK PLC (“Barclays”) haven’t provided a full refund for money he lost to a scam.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat everything again here. Instead, I will focus on giving the reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

- It isn’t in dispute that Mr S has fallen victim to a scam here, nor that Barclays ought to have provided a scam warning due to the unusual activity taking place on his account. Barclays has accepted that it should have intervened on the first payment sent. It has therefore agreed to refund £14,524.67 of the £29,049.24 lost. Barclays have also agreed to pay 8% simple interest and a £200 compensation payment for the upset it caused.
- What has been disputed by Mr S and his representative is whether it is fair and reasonable for a 50% deduction in compensation to be made as a result of his contributory negligence, as recommended by the investigator. I’ve considered everything Mr S and his representatives have said on the matter, and I’m satisfied the recommended deduction is fair and reasonable in the circumstances for a lack of due diligence on Mr S’s part.
- Mr S says he developed a relationship with the scammer over the space of a month and spoke every day. Mr S also says he spoke with solicitors involved that the scammer said was working for them. Mr S was also sent a copy of a Last Will and Testament that he says looked legitimate. Although Mr S says he checked the name of the company he was sending the money to, he says it didn’t return any results. But this didn’t alarm him as the scammer told him the solicitor that owned the account was retired and used a different company to be paid.
- Having considered these points carefully, I agree with Barclays and the investigator when they have said Mr S didn’t do enough checks before sending the money.
- Mr S sent a large amount of money to someone he had met online only a short time before, and not in person. The story Mr S was given about an inheritance seemed too good to be true, given the sums of money the scammer told him were involved

(7.2 million dollars). Its also highly unusual to have to pay such a large sum of money to release any potential inheritance. Another red flag was when the scammer told Mr S she needed to go on a secret mission and drop all contact. So, I'm not satisfied the story Mr S was given by the scammer was believable in the circumstances.

- Mr S also thought he was sending money to a solicitor but didn't think it was a red flag when he was given account details for an American goods company. Mr S says he was told the solicitor was retired, so it was highly irregular that he was completing work for a job of this size given the money involved, and then asking to be paid through a third-party company. I'm satisfied that this should've put Mr S on alert that he could be at risk of financial harm.
- In summary, in isolation I can understand how one of these points on their own might've been believable, but the combination of factors should have meant Mr S proceeded with more caution than he did. I'm satisfied the red flags Mr S's representative has raised as things the bank should've uncovered, were also things Mr S should've been able to find and question himself. Mr S should share responsibility with Barclays for his loss, and I'm satisfied a 50% deduction is fair and reasonable in the circumstances.

### **My final decision**

For the reasons given above, I uphold this complaint and direct Barclays Bank UK PLC to:

- Refund the total amount of the payments Mr S made as part of the scam, less a deduction of 50% in recognition of Mr S's own contributing negligence towards his loss.
- Pay 8% simple interest per year on this amount from the date of loss until the date of settlement.
- Pay Mr S the £200 compensation already offered.

Barclays have indicated that the amounts above have already been paid. If this is the case, nothing more is required of them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 March 2024.

Tom Wagstaff  
**Ombudsman**