

The complaint

Miss J complains that Barclays Bank UK PLC won't refund her the money she lost after she fell victim to an Authorised Push Payment ("APP") scam.

Miss J brings her complaint with the assistance of professional representation, but for readability, in what follows I will refer solely to Miss J.

What happened

The background to this complaint is well known to both parties, so I won't repeat it all in detail here, but in summary I understand it to be as follows.

In November 2023, Miss J was contacted out of the blue, by somebody claiming to be an experienced trader about an investment opportunity. But unknown to her at the time she was speaking to a fraudster.

Miss J has explained that she'd fallen victim to previous scams and saw this as an opportunity to make some money back that she'd lost. The caller persuaded her that she wouldn't have to invest with her own money, rather the fraudster would be investing money and Miss J could trade on the profit – Miss J would just have to pay £49 per month to be taught how to trade.

But the fraudster persuaded Miss J that she needed to open a Barclays account and make some payments, from that account, to a digital payment platform. This was so that when Miss J went on to make large value trades in the future, it would appear as normal activity and would prevent her account from being blocked.

Believing everything to be genuine, Miss J made a number of payments from her Barclays account to the digital payment platform and also to accounts she held with different financial firms – with all of the money subsequently being moved on to accounts that the fraudsters controlled.

Miss J realised she'd been scammed when the fraudster blocked contact with her. She raised the matter with Barclays, but it didn't agree to refund her the money she lost.

Unhappy with Barclays response, Miss J brought her complaint to this service. One of our Investigators looked into things but didn't uphold the complaint. In summary, he didn't think the payments ought to have appeared unusual to Barclays and so didn't warrant an intervention.

Miss J didn't agree with our Investigators view. As agreement couldn't be reached the complaint has been passed to me for a final 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.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm sorry to hear of what's happened to Miss J, and I can understand entirely why she feels so strongly that this money should be returned to her. But having thought very carefully about Barclays actions, I think it did act fairly and reasonably in allowing the payments to leave her account. I'll explain why.

Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, Barclays ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

Having considered everything carefully I don't think I can fairly and reasonably say that, in the individual circumstances of this case, I could have expected Barclays to have intervened. I say that as the account was newly opened, so Barclays didn't know what would constitute as 'typical account usage' for Miss J. I also don't consider that the value of the payments being made were remarkable enough to have caused Barclays any concern. Nor do I consider enough of a pattern had been formed here to suggest Miss J might be at a heightened risk of financial harm due to fraud or a scam. Overall, I'm not persuaded Barclays ought to have found any of the payments suspicious, such that it ought to have made enquiries of Miss J before processing them.

I've also considered if Barclays could have done more to help Miss J recover the funds when she reported the scam. But as the funds were subsequently moved on, from accounts Miss J controlled, to the fraudsters by way of cryptocurrency, they didn't remain in the account they were sent to directly, meaning Barclays unfortunately couldn't have recovered the loss.

It's very unfortunate Miss J has lost this money in this way, and I understand the whole experience has been deeply upsetting and I do have a great deal of sympathy for her. But in the circumstances, having carefully considered everything, I don't find Barclays could have reasonably prevented Miss J's loss here. Neither do I find there were any other failings on Barclays part that would lead me to uphold this complaint.

My final decision

For the reasons given 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 Miss J to accept or reject my decision before 22 April 2025.

Stephen Wise
Ombudsman