

The complaint

Mr H complains that Barclays Bank UK PLC ('Barclays') won't refund the money he lost to an investment scam.

He's being represented by a firm of solicitors. To keep things simple, I'll refer to Mr H throughout this decision.

What happened

In summary, Mr H says he was contacted on social media and tricked into sending money as part of a 'cryptocurrency investment' which later turned out to be a scam.

He realised he'd been scammed when he tried to withdraw his 'profits' (which he thought had increased substantially) but was instead asked to pay more for that to happen. By that time, about £6,500 had been sent between July 2023 and January 2024 from his Barclays account to legitimate crypto-platforms and then lost to the scam.

A complaint was raised and referred to our Service. Our Investigator didn't uphold it. In brief, he noted little information had been provided to evidence the scam. In any event, he didn't think there was enough about the disputed payments to have triggered Barclays' fraud prevention system. So he didn't think it had missed an opportunity to prevent Mr H's losses.

As the matter couldn't be resolved informally, it's been passed to me to decide.

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 conclusions as the Investigator.

- The starting position is that liability for an authorised payment rests with the payer, even where they're duped into making that payment. It isn't in dispute that Mr H made the payments, so under the relevant rules (the Payment Services Regulations 2017) they were authorised and Mr H is presumed liable for his losses in the first instance.
- There are some situations where I consider that a firm (like Barclays) taking into account relevant rules, codes and best practice, should reasonably have taken a closer look at the circumstances of a payment – if, for example, it's particularly suspicious. But I'm not persuaded there was enough about the disputed payments here, considering the amounts, when they were made, and who they were made to, for me to find it should have stepped in on concerns that Mr H was at a heightened risk of financial harm.
- Like the Investigator, I don't think any of the disputed payments ought to have appeared as particularly concerning in value. The payments were also spread out; the amounts fluctuated; and the total loss, whilst not insignificant, was the result of a series of smaller transactions. I don't consider a suspicious spending pattern ever developed to the extent

that Barclays should have intervened. And, while payments to cryptocurrency can carry an elevated risk, I'm also mindful many such payments will be genuine and not related to a scam. In other words, there's a balance Barclays needs to strike between identifying a possible scam payment and ensuring minimal disruption to legitimate ones. In this case, for the reasons I've given, I don't consider it was unreasonable for it to have processed any of the disputed payments without making additional checks.

- I've considered what Mr H has said about his health and the stress he was under at the time. I realise the scam has affected him deeply. But I can only hold Barclays responsible for his losses if I'm satisfied it missed an opportunity to prevent them. As I've set out, I don't think that it did. Nor do I find there were other significant failings on its part that would lead me to uphold this complaint. For completeness, in terms of recovery, it's unlikely a chargeback would have had any prospect of success as there's no dispute the merchants provided the cryptocurrency as intended before it was lost to the scam.

My final decision

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 July 2025.

Thomas Cardia
Ombudsman