

## **The complaint**

Miss C complains that Barclays Bank UK PLC (“Barclays”) didn’t do enough to protect her when she fell victim to a scam.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat them in full here. Instead, I’ll summarise what happened and focus on giving the reasons for my decision.

Miss C fell victim to a romance scam which commenced in 2018.

Miss C reported the matter to Barclays in March 2023. Barclays didn’t reimburse the lost funds. It said there wasn’t evidence of any bank errors.

Unhappy with this, Miss C brought the complaint to our Service, via a representative. She feels that, particularly due to her vulnerabilities, Barclays should have intervened with the payments she made. And that this intervention would have uncovered the scam.

Our investigator considered the complaint. He noted that there was insufficient evidence that some of the disputed payments were linked to the scam. So, he considered payments that were identifiably linked to the scam made between December 2020 and June 2021. He didn’t think any of these payments were particularly unusual or suspicious considering Miss C’s usual account activity. But he also didn’t think that a reasonable intervention would have made a difference – he thought Miss C would have done what she needed to ensure the payments were processed.

Miss C disagreed. She emphasised her vulnerability and stated that Barclays had fallen short of its responsibilities. But our investigator didn’t think Miss C would have stopped making the payments, or that Barclays would have been so concerned that it ought not to have let the payments go. So, ultimately, he felt that Barclays couldn’t fairly be held liable for Miss C’s losses.

As Miss C remained unhappy, the complaint was passed to me. I got in touch with Miss C informally, via her representative, as our rules allow. I explained that I wasn’t minded to uphold this complaint. I could see that the relationship was already well-established by as early as August 2018 and that money was being sent around this time, through alternative finance providers.

By September 2018, Miss C was borrowing money from friends to be able to meet the requests from the scammer – with one of her friends intervening at that point, to no avail. And by December 2018, when the payments from another bank started, discussions had turned to moving countries to be together and getting married. So, based on how far under the spell of the scammer Miss C was, I wasn’t minded to think a proportionate intervention by Barclays – some two years later – would have stopped her from making the payments.

Miss C disagreed. So, I’m now issuing a formal 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, while I'm incredibly sorry that Miss C has been the victim of such a cruel and manipulative scam, I don't uphold this complaint – I'll explain why.

In broad terms, the starting position is that Barclays would be expected to process payments that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case, the 2017 regulations) and the terms and conditions of the customer's account.

But, taking the law, regulator's rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, there are circumstances where it might be appropriate for a bank to take additional steps or make additional checks before processing payments in order to help protect customers from the possibility of financial harm from fraud.

In this case, as our investigator concluded, I don't consider that any of the payments warranted intervention on the basis that they were for relatively low amounts, relatively spaced out and didn't appear concerning when compared with the previous account history.

However, even if it had intervened, I don't think it would have made a difference. I can see that Miss C was invested in a relationship that she truly believed to be genuine – and had been since 2018. In the communication I've been provided, I've seen references to providing inaccurate information to ensure payments were allowed through and mention of scam warnings being provided by other finance providers and Miss C's friend. So I don't think a proportionate intervention would have stopped Miss C from making payments. It's clear from her communication and actions that she intended to make these payments, and I'm persuaded she would have turned to alternative providers had she encountered any issues in doing so.

I've thought carefully about Miss C's vulnerability. And while I acknowledge the extremely sensitive circumstances, and all the challenges Miss C has faced, I can't see that Barclays was made aware of these in any detail until the disputed payments had all been made. Based on what Barclays could reasonably have known at the time of the payments, I don't think it would have been fair to assume that Miss C was vulnerable to the extent that she was susceptible to financial harm.

For completeness, I'll also reiterate that these payments aren't covered by the CRM code. Some were card payments and some were made to legitimate business merchants, so these wouldn't fall under its scope. And there isn't enough evidence to link the domestic payments made from the account to the scam.

Miss C has lost a huge sum of money to a scam that spanned a number of years. I'm so sorry for what she's been through. But, based on everything I've seen, I don't think it would be fair or reasonable to hold Barclays liable for those losses.

## **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 17 January 2025.

Melanie Roberts  
**Ombudsman**