

The complaint

Mr T complains about the actions of Barclays Bank UK PLC when he lost money to a scam.

Mr T is being represented by a claims management company but for ease of reading I'll only refer to Mr T.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr T saw an investment advert on social media and made contact with the merchant. He spoke to a representative of the merchant who told him to download screen sharing software so that they could help him send his money to the merchant. In total Mr T made five payments from his Barclays account to an account he had opened at an Electronic Money Institute (EMI) from where he forwarded the money to the merchant. Mr T then realised he had been scammed when he was unable to withdraw any profits from his investment with the merchant.

Mr T made a claim to Barclays for his money to be returned. But Barclays said it hadn't done anything wrong so it wouldn't be offering Mr T a refund. Unhappy with that response, Mr T brought his complaint to this service.

Our Investigator didn't think the complaint should be upheld. She said that Barclays asked Mr T for a payment reason for the first two payments he made towards the scam and it was told by Mr T that he was transferring money to his own account. She said Barclays reasonably provided warnings based upon the payment reason and allowed the payments to be sent. She added that the later payments Mr T made in October 2023 were reasonably allowed to be sent by Barclays because by that point they were being sent to an account in Mr T's name which was an established payee.

Mr T disagreed and asked for an Ombudsman's review. He said that the later payments warranted an intervention as they were unusual and that if Barclays had provided a human intervention the scam would've been uncovered.

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 conclusion as our investigator. And for largely the same reasons. I'm sorry to hear that Mr T has been the victim of a cruel scam. I know he feels strongly about this complaint, and this will come as a disappointment to him, so I'll explain why.

I've read and considered the whole file. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board

and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

It is common ground that Mr T authorised the scam payments of around £16,625. I accept that these were authorised payments even though Mr T was the victim of a scam. So, although it wasn't his intention to pay money to the scammers, under the Payment Services Regulations 2017 (PSRs) and the terms of her account, Mr T is presumed liable for the loss in the first instance.

However, taking into account the law, regulatory rules and guidance, relevant codes of practice and good industry practice, there are circumstances where it might be appropriate for Barclays to take additional steps or make additional checks before processing a payment in order to help protect customers from the possibility of financial harm from fraud.

So, the starting point here is whether the instructions given by Mr T to Barclays (either individually or collectively) were unusual in relation to his typical account activity. So, I've reviewed the account statements around the time Mr T made the payments in question here. The account was typically well maintained with the balance ranging from around a few hundred pounds up to several thousand pounds. And there were genuine payments on this account of £2,000 on 28 November 2022, £1,144 on 03 April 2023, £3,250 on 13 July 2023, and £1,829.10 on 25 August 2023. There was then a genuine payment of £3,249 on 29 September 2023 in between the scam payments that Mr T made here.

Mr T made five payments towards the scam ranging from £2,000 to £7,500. In the circumstances I think Barclays reasonably stopped the first two payments and asked Mr T why he was making them. Mr T then said he was making payments to his own account which prompted Barclays to provide scam warnings in relation to the payment reason he gave. As a result, these warnings didn't resonate with Mr T at the time. And given the previous account history, and the fact Mr T was sending payments to his own account, I think that Barclays' intervention was reasonable in the circumstances.

Mr T has argued that further intervention was warranted on the final three payments he made – including the larger £7,500. But I don't agree. By that point he was sending money to his own account which had become an established payee and the fact that Barclays did provide a warning when the new payee was set up. I don't think the payments themselves were so unusual or out of character given his previous account history. And it's not uncommon for customers to send larger payments from time to time and to move money between their accounts. As a result, I'm not satisfied that Barclays would've been sufficiently suspicious of the last three payments towards this scam so that they should've stopped them and asked further questions to Mr T.

In terms of the recovery of Mr T's money, because he was sending money to himself before forwarding the money to the scammer, there wasn't any money for Barclays to recover on his behalf here.

In these circumstances I can't conclude the outstanding loss is the fault of Barclays. To be clear, I'm not blaming Mr T for the loss – it's ultimately the scammer who is to blame. But for the reasons I've explained above, I don't think he's been treated unfairly by Barclays.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 August 2025.

Mark Dobson
Ombudsman