

The complaint

Mr G complains that Barclays Bank UK PLC won't refund the full amount of money he lost to a scam.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr G complains that from 19 November 2023 he sent five payments to what turned out to be a scam.

Payment 1	19 November 2023	£2,000.00
Payment 2	19 November 2023	£700.00
Payment 3	19 November 2023	£4,300.00
Payment 4	28 November 2023	£1,500.00
Payment 5	28 November 2023	£1,500.00

Mr G says he was asked by his partner to send payments on her behalf to a crypto platform, then on to a wallet address. He later found out these were part of a task-based job scam his partner was involved in. So, he logged a complaint with Barclays.

Barclays didn't uphold the complaint. So, Mr G brought his complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator found Barclays warned Mr G's partner that she was being scammed and blocked her from making payments to the merchant involved before she went on to send the money to Mr G.

Mr G, via his representative responded to the investigator's view. In summary, he said that the warning given to his partner by Barclays was confusing. He went on to say that he hadn't dealt with the scammer himself and was just helping his partner out.

As no outcome could be reached, the complaint has 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.

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 significant part 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.

Where the evidence is incomplete, inconclusive, or contradictory, I must 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.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Barclays is expected to process authorised payment instructions without undue delay. As a bank, they also have long-standing obligations to help protect customers from financial harm from fraud and scams. However, there are many payments made by customers each day and it's not realistic or reasonable to expect a bank to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments.

Having considered the size of the individual payments I agree with the investigator that by payment 3 I would have expected an intervention by Barclays. Three payments had been made that day, and it took the total value to £7,000, which was much higher than payments made by Mr G in the months leading up to the scam.

Given the value and identifiable risk at the point the payment was made, I'm satisfied much like the investigator that a proportionate intervention would have been calling Mr G to get a better understanding of the payment purpose, and by giving a tailored warning narrowed down to the specific type of scam Mr G had found himself involved in. But I'm not persuaded such a warning would have prevented the loss. I'll explain why.

Barclays did intervene and speak to Mr G's partner to tell her she was likely being scammed and blocked her from making card payments to the merchant. Mr G's partner has said Barclays gave mixed messages and she wasn't certain that it was telling her she was being scammed. I've thought about this point carefully, but the fact Barclays blocked Mr G's partner's card shows me Barclays were confident she was being scammed. So, Barclays was clear in its messaging.

So had Barclays given Mr G the same message (or blocked the payment), I find it most likely Mr G would have passed this message to his partner, and they would have found a way to make the payment anyway – given it was her money being sent, but via Mr G's account.

Given Mr G's partner had already evidenced she was confident in where she was sending the money, and appeared under the scammers spell, I'm satisfied she most likely would have reassured her partner that the money should be sent back to her and she would then have found an alternative way to send it. So, I don't find Barclays could have prevented this loss.

Mr G feels that Barclays should refund the money he lost due to the scam. I understand that this will have been frustrating for him. But I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Barclays needs to pay Mr G any compensation. I realise this means Mr G is out of pocket and I'm really sorry he's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or

reject my decision before 24 July 2025.

Tom Wagstaff
Ombudsman