

## **The complaint**

Miss K complains that Barclays Bank UK PLC (“Barclays”) hasn’t protected her from losing money to a scam.

## **What happened**

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Miss K has explained that in July to October 2020 she made numerous payments from her Barclays account for what she thought was a legitimate investment. Miss K subsequently realised she’d been scammed and got in touch with Barclays. Ultimately, Barclays didn’t reimburse Miss K’s lost funds, and Miss K referred her complaint about Barclays to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for a 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’ve focused 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.

Having done so, I’ve decided to not uphold Miss K’s complaint for materially the same reasons as our Investigator.

First, let me say, I don’t doubt Miss K has been the victim of a scam here. She has my sympathy. Ultimately, however, Miss K has suffered her loss because of fraudsters, and this doesn’t automatically entitle her to a refund from Barclays. It would only be fair for me to tell Barclays to reimburse Miss K her loss (or part of it) if I thought Barclays reasonably ought to have prevented the payments (or some of them) in the first place, or Barclays unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I’m satisfied Miss K authorised the relevant payments. Barclays would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Miss K is presumed liable for the loss in the first instance, in circumstances where she authorised the payments. That said, as a matter of good industry practice Barclays should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it’s not realistic or reasonable to expect Barclays 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 (allowing customers ready access to their funds).

In this case, I wouldn't reasonably expect Barclays to have been concerned about Miss K's payments prior to 19 October 2020. These just wouldn't be of the size or type whereby Barclays reasonably ought to have thought there was anything concerning about them that required its further attention or intervention.

Miss K's payments on 19 October 2020, however, were much more significant of course. And Barclays has provided information from which I'm satisfied that the two payments made on this day were instructed by Miss K in a Barclays branch, and that Barclays staff intervened by speaking to Miss K about the payments and warning her about fraud and scams. I'm aware that Miss K's representative has said Miss K disputes this questioning in branch ever took place. However, I'm more persuaded by the information provided by Barclays that its staff did indeed talk to Miss K about these transactions. The recollection of the staff, and the information provided, is specific enough such that I think Miss K was most likely questioned about what her payments were for, that Barclays discussed with her different types of scams and that scams were currently prominent, but that Miss K was confident and wanted the payments to proceed nonetheless.

I take on board that Miss K's representative says Barclays should have probed more robustly. And I've thought really carefully about this, because I acknowledge that it's possible that Barclays didn't probe as far as it reasonably ought to have done, and that had it done so that Miss K would ultimately have looked into things further and not then have proceeded with these payments. However, there isn't clear persuasive evidence here that Barclays didn't probe robustly enough. The information from Barclays, which I find persuasive, suggests fraud and scams were discussed most likely several times, with different types of scams and different scenarios being drawn to her attention. And it seems to me that Miss K was likely under the spell of the scam by now. Miss K's representative has said that throughout the scam Miss K was able to make small withdrawals which further reinforced to her that the company was genuine. I can also see from communications between Miss K and the scammers that there is an indication these payments were discussed between Miss K and the scammers before Miss K went into branch to instruct them. But in any event, it seems to me that Barclays' intervention in branch likely wasn't insignificant, and that Miss K wanted to proceed anyway. Barclays' notes indicate that Banking Protocol wasn't initiated "as there was nothing to suggest that she [Miss K] was being coerced, she was 100% confident in the transaction". And bearing in mind the balance that needs to be struck between proportionately intervening in payments and minimising disruption to legitimate payments, I'm not persuaded from all the information I've seen that I can say overall on balance that Barclays most likely didn't do enough here or that I could fairly say it unreasonably failed to prevent Miss K from making these payments.

I also wouldn't reasonably expect Barclays to have been able to recover Miss K's payments in a situation like this whereby Barclays wasn't put on notice by Miss K that she'd been scammed until after the funds had already been converted into cryptocurrency and sent onto the fraudsters.

I'm sorry Miss K was scammed and lost this money. But despite my natural sympathy, I can't fairly tell Barclays to reimburse her in circumstances where I'm not persuaded it reasonably ought to have prevented the payments or to have recovered them.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 10 September 2025.

Neil Bridge  
**Ombudsman**