

THE COMPLAINT

Ms P complains that Barclays Bank UK PLC (“Barclays”) will not reimburse her money she says she lost when she fell victim to a scam.

Ms P is represented by Refundee in this matter. However, where appropriate, I will refer to Ms P solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Ms P says she has fallen victim to a cryptocurrency investment and romance scam. She says a fraudster deceived her into making what she thought were tax payments to release her funds. The payments in question were all fund transfers made to Foris Dax Mt Limited (Crypto.com):

- Payment 1 - £1.00 – 26 April 2023
- Payment 2 - £9,999 – 26 April 2023
- Payment 3 - £10,000 – 27 April 2023

Ms P also funded the scam using her other bank accounts.

Ms P disputed the above with Barclays. When Barclays refused to reimburse Ms P, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Ms P did not accept the investigator’s findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

Barclays intervened in Payment 2 on 26 April 2023 by telephoning Ms P and warning her about cryptocurrency scams. I do not consider that this intervention was proportionate. Although the agent questioned Ms P and gave her relevant scam warnings, I find that the agent should have gone further. In particular, when Ms P mentioned contacting “financial experts” about paying tax, I consider that the agent ought to have probed Ms P further and followed the approach set out in the call I address below.

On 28 April 2023, Barclays blocked Ms P’s account, prompting a call with another agent. During that call, when Ms P mentioned taxes again, the agent expressed strong concerns, stating he had “no doubt” Ms P was being scammed. Consequently, the agent arranged a video appointment for Ms P to attend. I find Barclays should have taken this step during its earlier call about Payment 2 (see above).

I am not persuaded however that arranging a video appointment during the Payment 2 call would have made a difference in the circumstances. I find that it is more likely than not, that Ms P would have found another way to fund the scam if Barclays had stopped her payments. There is compelling evidence to support this.

Although the video appointment never took place, Ms P visited a Barclays branch. Barclays’s records show that branch staff warned Ms P about cryptocurrency scams and explained how fraudsters coach victims. The staff also advised that any future scam claim could be weakened by the in-branch conversation. Ms P agreed and had the blocks removed. Ms P now argues that the branch staff focused on crypto risks rather than the tax payments Ms P believed she had to make. However, I do not take the view that this point changes anything, as the tax and crypto issues were closely linked in terms of the scam.

After the branch visit, Ms P made no further payments from her Barclays account to Crypto.com. Instead, she transferred funds to her Revolut account and then made payments to Crypto.com. So, despite warnings given on 26 and 28 April 2025, and during Ms P’s branch visit, she continued to fund the scam from her Revolut account.

Taking all the above points together, I am satisfied that even if Barclays had gone further during the 26 April call and stopped her payments, Ms P would likely still have found another way to fund the scam. For example, using one of her other bank accounts. Further, WhatsApp messages show how much Ms P trusted the scammer and had fallen for them romantically. Ms P first met the scammer in April 2022 and had already made several payments by the time of Payment 2. To my mind, Ms P was very much under the spell the scammer had woven.

Other points

- I would not have expected Barclays to have intervened in Payment 1 given its low value.
- Given the intervention in Payment 2 and the outcome of it, I would not have expected Payment 3 to have triggered a human intervention from Barclays.
- I am not persuaded this is a case where Barclays, contrary to Ms P’s instructions, should have refused to put Ms P’s payments through.
- Turning to recovery. Ms P’s fund transfers were made from Ms P’s Barclays’s account to another account in her name with Crypto.com. Thereafter, those funds were either moved directly to the fraudsters, or, if not – Ms P should be able to withdraw them from her own account. Further or alternatively, as Ms P’s payments were made to purchase cryptocurrency – which would have been forwarded on in

this form – there would not have been any funds to recover. Further or alternatively, the likelihood that even if prompt action had been taken by Barclays on or immediately after the fraud was reported, any of Ms P's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between Ms P's payments and when she reported the scam. In these types of scams, fraudsters tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.

- Ms P contends that she was vulnerable at the time due to loneliness following a divorce. I have not seen anything to suggest that Barclays knew or ought to have known about these issues at the time. Therefore, I do not find that Barclays should have dealt with Ms P's payments any differently in this regard.

Conclusion

Taking all the above points together, I do not find that Barclays has done anything wrong. Therefore, I will not be directing Barclays to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 10 February 2026.

Tony Massiah
Ombudsman