

The complaint

Mr A has complained that Barclays Bank UK PLC won't refund the money he lost after falling victim to a scam.

What happened

Both sides are most familiar with the case and we need to anonymise decisions, so I will summarise what happened in brief.

Mr A was contacted out of the blue by a scammer, who began a remote relationship with him. They persuaded Mr A to invest in a cryptocurrency scheme.

Over the course of about a month in spring 2023, Mr A paid around £90,000 from his Barclays account to purchase crypto for his various crypto accounts. He then sent crypto from his crypto accounts to the scammer's platform. In the end, Mr A was told to pay an up front fee to withdraw the money, and realised he'd been scammed.

In 2024, Mr A complained about this to Barclays via representatives. Barclays chose to refund 50% of the loss from the point of a few payments in, plus 8% simple interest and £100 in additional compensation.

Our Investigator looked into things independently and found that Barclays had resolved the complaint more than fairly. Mr A appealed, so the complaint's 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 understand Mr A fell victim to a cruel scam, for which he has my sympathy. I appreciate this cannot have been an easy matter for him to face, and I appreciate why he would like his money back. It's worth keeping in mind that it's the scammer who's primarily responsible for their own scam and the resulting distress, and it's the scammer who really owes Mr A his money back. But I can only look at what Barclays are responsible for. Having carefully considered everything that both sides have said and provided, I can't fairly tell Barclays to pay Mr A anything further. I'll explain why.

It's not in dispute that Mr A authorised the payments involved. So although he didn't intend for the money to end up with a scammer, under the Payment Services Regulations he is liable for the loss in the first instance. And broadly speaking, Barclays had an obligation to follow his instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.

Barclays should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them. But a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. Here, the first few payments were not large or rapid enough to have been of particular concern, and they didn't yet form a particularly suspect pattern. So I don't think Barclays needed to intervene until several payments in at the absolute earliest, which is the point from which their refund was already based.

Notably, Barclays did intervene a few times here. And while their intervention should have been better at points, I'm afraid I find that the larger reason the intervention failed was due to Mr A's actions. Mr A either refused to co-operate with Barclays, keeping quiet on the scammer's instructions, or he invented a detailed cover story to mislead Barclays, such that they couldn't reasonably uncover what was actually happening. He also tried borrowing money under false pretences, which indicates the lengths he was willing to go to pay the scammer. Mr A was very determined to make these payments. When he was stopped from using one crypto account he'd just switch to another, and he was up front about the fact that if he couldn't pay the money from his Barclays account he'd just go elsewhere. So even if Barclays had blocked his payments outright, it seems that would not have stopped the loss. According to Mr A's contact with the scammer, he loved and completely trusted them, he did not trust his bank, and he was very much under the scammer's spell. So while Barclays could've done more, it seems likely that reasonable, proportionate intervention would not have stopped the loss here.

I've also considered what Barclays did to try to recover the money after Mr A told them about the scam. As these were card payments or peer-to-peer purchases to deposit money into Mr A's own crypto accounts, they were not covered by the CRM Code for scams. It was not possible for Barclays to recover money Mr A had already sent onwards in crypto. And any money still remaining in Mr A's crypto accounts was still available to him, so there was nothing more for Barclays to do there. Regarding the card payments, it looks like this was reported too late to do a chargeback, and in any case there was no chargeback reason which would've been appropriate here. A chargeback would've been a claim against Mr A's own exchanges rather than the scammer. And the exchanges provided the services they were supposed to. There was no realistic prospect of success for a chargeback, and chargebacks are voluntary, so Barclays didn't need to try one in this case.

As such, it doesn't look like Barclays needed to refund Mr A at all.

Further, even if I accepted that Barclays could've stopped the loss, I would still then need to consider Mr A's role in what happened. And I do appreciate that the scammer had gained Mr A's trust, and allowed an initial withdrawal, and had a site Mr A felt looked legitimate. But I'm afraid I think Mr A ought to have had more concerns along the way. He began investing serious sums on the advice of a stranger who'd contacted him out the blue and who he'd only been talking to for a short time. It doesn't look like Mr A was given any documents to reassure him the matter was legitimate, nor does it seem like he looked into the scheme much. Looking at what an internet search would've likely revealed at the time, it seems there was very little to support the scheme's validity, whereas there was pre-existing information that this was a scam. And Mr A misled his bank and ignored relevant warnings about crypto scams. So even if I accepted that Barclays could've stopped the loss, I couldn't fairly hold them solely responsible. I'd have to share the liability between Barclays and Mr A.

In summary, it looks like Barclays arguably didn't need to refund anything here. And at most, I could've only fairly told them to refund 50% of the loss from the point of several payments in, which they've already done and paid an extra £100 on top. That's more than what I would've told them to do. I cannot fairly or reasonably tell them to do more in this case.

My final decision

For the reasons I've explained, I find that Barclays Bank UK PLC have already resolved this complaint fairly. I do not make any further award.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 October 2025.

Adam Charles
Ombudsman