

## **The complaint**

Mr C complains that Barclays Bank UK PLC has not refunded money he lost to a scam.

## **What happened**

Mr C met an individual on a dating app, I'll call this person L. Mr C believed he had developed a fairly close online relationship with L, and they then told him about investments they were involved in. L said their uncle was involved in trading and that they could advise Mr C on how it worked so that he could make a profit too. Mr C has said he saw documentation about this investment, and was satisfied it was legitimate, so he began to invest. Unfortunately, and unknown to Mr C, L was not legitimate, he was being scammed.

Between March and June 2024 Mr C made a series of payments from his Barclays account that related to this scam. These payments went from his Barclays account to an account he held with another bank (Bank R) before they were ultimately sent on to the fraudsters.

Eventually, when Mr C tried to access his supposed profits, he discovered he did not have access to his funds, and realised he had been scammed. So, he complained to Barclays that he had been scammed, and that he felt it could have done more to protect him. Mr C has said that he was particularly vulnerable at the time due to bereavement and illness in his family.

Barclays looked into Mr C's complaint but it did not consider it should be liable for his loss as the payments had been made to another account in Mr C's name, and so were not covered by the Lending Standard's Board's CRM Code. It also said the loss had not been from his Barclays account, and that the scam payments were not unusual or out of character enough to have been flagged as a fraud risk.

Mr C was unhappy with Barclays' response and so complained to our service.

One of our investigators looked into Mr C's complaint but they were satisfied Barclays was not liable for Mr C's loss. They did not consider that the payments were unusual enough in the context of Mr C's account usage to have merited any intervention from Barclays which could have prevented the scam.

Mr C disagreed, he maintains that his vulnerability meant he couldn't protect himself from this scam, and that the payments were out of character. So, as no agreement could be reached, Mr C's complaint has been passed to me for review.

## **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.

It isn't in dispute that Mr C authorised the payments that are the subject of this complaint. And the starting position is that banks ought to follow the instructions given by their customers in order for legitimate payments to be made. There are though some

circumstances in which a bank may still be reasonably expected to reimburse a customer for payments made to a scam.

These payments were not covered by the Lending Standards Board's Contingent Reimbursement Model Code, as they were payments to another account in Mr C's name. So, Mr C is not entitled to reimbursement under that code. However, I've considered whether Barclays should have done more to prevent Mr C from falling victim to the scam, as there are some situations in which a bank should reasonably have had a closer look at the circumstances surrounding a particular transfer. For example, if it was particularly out of character.

But banks have a difficult balance to strike in how they configure their systems to detect unusual activity or activity that might otherwise indicate a higher than usual risk of fraud. There are many millions of payments made each day, and it would not be possible or reasonable to expect a bank to check each one.

In this case, Mr B's Barclays account demonstrated a pattern of very similar transactions to the scam payments in the months prior to them being made. Some of the payments to the scam were relatively high, but Mr C was paying an account that he had paid many times in the past, and that was in his own name with a well-known online bank. And in the months preceding these scam payments Mr C had made a series of high value transfers to his account at Bank R, establishing a pattern of such behaviour. So, when he started to make the scam payments, I can't see how they would have stood out as being particularly unusual, or risky, to Barclays.

With this in mind I don't consider that Barclays was required to have intervened in any of the scam payments Mr C made from his Barclays account, and as Mr C didn't discuss any of these payments with Barclays, I can't see that it missed the opportunity to prevent the scam. So, overall, I can't fairly say that Barclays should bear any liability for Mr C's loss here.

And given the destination of the payments in dispute – one of Mr C's own accounts at Bank R - there was also no real prospect of Barclays being able to help Mr C to recover his money once it had been informed of the scam.

I do appreciate that Mr C has apparently been through a very difficult period, experiencing bereavement and illness in his close family, but I don't consider that this affects Barclays's liability here. Vulnerability is a factor to be considered under the CRM Code, but as noted above, that Code does not apply here. And given that I don't consider Barclays was required to have intervened in the payments Mr C was making, I can't see how his particular vulnerabilities would have led to a different outcome here.

I appreciate this will be very disappointing for Mr C, and I'm sorry that he's been the victim of a cruel scam, but with all I've seen I do not think I can reasonably say that Barclays should be held responsible for his loss.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 October 2025.

Sophie Mitchell  
**Ombudsman**

