

The complaint

Miss B complains that Barclays Bank UK PLC ('Barclays') won't refund the money she lost after falling victim to a scam.

What happened

Miss B was approached by someone online, I'll refer to this person as C. C said they worked for the armed forces. C built a relationship with Miss B through daily messages online. Eventually, C asked Miss B for money, saying he was wealthy but couldn't access his funds. Unfortunately, this was a romance scam.

Initially Miss B purchased gift cards, which are the subject of a separate complaint.

In April 2021, Miss B made the following international payments as part of the scam.

Date	Pmt	Details of transaction	Amount
8.3.2021	1	International payment to E – an individual	£1,490.00
6.4.2021	2	International payment to H – an individual	£1,999.26
6.4.2021	3	International payment to H – an individual	£2,230.48
7.4.2021	4	International payment to H – an individual	£2,240.65
9.4.2021	5	International payment to H – an individual	£3,146.54
12.4.2021	6	International payment to H – an individual	£5,084.87
22.4.2021	7	International payment to H – an individual	£1,106.68
23.4.2021	8	International payment to H – an individual	£2,526.19
26.4.2021	9	International payment to H – an individual	£3,857.57
28.4.2021	10	International payment to H – an individual	£2,661.93
4.5.2021	11	International payment to H – an individual	£3,408.92

Miss B realised it was a scam, when C didn't return the money as promised. Miss B raised a fraud claim with Barclays, asking that they refund her. Barclays refunded 50% of Miss B's loss and paid interest on the refund, saying they should've intervened when the payments were made. However, Barclays believe Miss B should've done checks on C.

Miss B wasn't happy with Barclays' response, so she brought a complaint to our service.

An investigator looked into Miss B's complaint and said what Barclays had refunded was fair. The investigator agreed that Barclays should've intervened, but said Miss B had ignored a previous warning from Barclays that she was the victim of a scam. Also, Miss B didn't do enough checks on C.

Miss B disagreed with the investigator's view and raised the following points:

- She was vulnerable at the time she made these payments due to the serious injuries she had suffered, and being alone during lockdown. Miss B referenced vulnerability under the Contingent Reimbursement Model Code (CRM Code).
- She should be refunded in full as she's lost her life savings.

- When B believed she was the victim of a scam, they should've blocked all international payments which would've prevented her loss.

As the case couldn't be resolved informally, it was passed to me to 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.

I'm really sorry that Miss B has been the victim of a very cruel scam, by someone who took advantage of her at a time when she was vulnerable.

But, in reaching an answer on this case, I'm not deciding whether or not Miss B has suffered a financial loss – as this isn't in dispute. I have to decide whether or not Barclays can fairly be held liable for that loss.

Having carefully reviewed all the evidence, I've reached the same answer as the investigator, and I'll explain why.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

Where there is a dispute about what happened, and the evidence is incomplete or contradictory, I've reached my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in light of the available evidence.

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

Barclays are a signatory of the CRM Code, which requires firms to reimburse customers who have been the victims of Authorised Push Payment (APP) scams, in all but a limited number of circumstances. But the CRM Code doesn't apply to card payments or payments to accounts held outside of the UK. As Miss B made international payments to accounts not based in the UK – her payments aren't covered by the CRM Code. This also means that I can't apply the CRM Code's provisions in relation to vulnerability.

Should Barclays have prevented Miss B's loss?

Taking into account the law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider Barclays should fairly and reasonably have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams.

Also, I'd expect Barclays to have systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). And where a potential risk of financial harm is identified, to have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – as in practice all banks do.

Barclays intervened when Miss B made the first payment on 8 March 2021. The fraud team called Miss B and asked if she was the person who made the transfer – she confirmed she was. They also gave a generic warning about scammers pretending to be banks or the police and asking customers to move their money. They didn't ask any further questions about the reason for the payment. Miss B did refer to money she expecting to be paid into her account of \$150,000 that the scammer had said was sent the prior week.

At this stage, I would've expected Barclays to have asked Miss B more questions about why she was making the international payment. And, if they had, I'm satisfied that Barclays would've uncovered that the international payments were linked to the previous payments Miss B made to purchase gift cards, for which Miss B hadn't been reimbursed.

Miss B was having concerns about the gift cards she had purchased for scammer, which she discussed with Barclays two days later on 10 March. During the call on 10 March, it was identified that Miss B was likely the victim of a scam. So, if Barclays had asked appropriate questions about the international payment on 8 March, I'm satisfied it's more likely than not the scam would've been uncovered and the international payments could've been prevented.

However, I also need to consider whether Miss B could've mitigated her loss and should share responsibility for her loss with Barclays.

Should Miss B share liability for her loss with Barclays?

In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint.

During Miss B's call with Barclays, she said she had expected money back from C for the gift cards she had purchased. But she hadn't received these funds.

C had provided what looked like a receipt saying that \$150,000 had been deposited into Miss B's account. This receipt was dated 1 March 2021, but there was reference to the funds showing on 4 March 2021. However, these funds hadn't been credited to Miss B's account by 10 March 2021 when she talked to Barclays.

Barclays were very clear with Miss B that they believed she was the victim of a scam. However, despite this warning, and not being repaid for the gift cards she had purchased, Miss B made these international payments for C.

Miss B says these payments related to flights, medical costs and other assistance that C needed. However, she was asked to pay third parties and it's not clear how they were related or linked to C.

Miss B has provided documents, which she says were from a lawyer C appointed after he was arrested at the airport. But I would've expected a reasonable person to have been suspicious about their validity. I say this because they don't look professional, containing grammatical errors and logos that appear to have been pasted on and don't look genuine. Also, they ask Miss B to sign confirming she is C's wife – which she wasn't. I'm not satisfied that these documents override the other concerning information Miss B had about C.

Overall, I think a reasonable person would've been concerned about the legitimacy of C, at point Miss B made the first international payment, and would not have sent any more money without receiving the money they'd already been promised.

On that basis, it's fair for Miss B to share responsibility for her loss with Barclays.

This means I would've recommended that Barclays refund 50% of the international payments Miss B made – which they've already done.

Miss B's vulnerability

Miss B has explained the serious injuries she experienced in 2015, which were still seriously impacting her life at the time she made these payments. However, I haven't seen any evidence that Barclays were aware of these vulnerabilities at the time the payments were made, so I wouldn't have expected them to take additional steps as a result.

But, even if Barclays were aware of Miss B's vulnerability, I wouldn't have recommended any more than a refund of 50%. I say this because, while Miss B's vulnerabilities affected her ability to work, I don't think there were any practical steps that Barclays could've or should've taken that would've prevented her making these payments or falling victim to this scam.

I realise that Miss B has suffered a serious financial loss, and I understand the emotional impact scams have on their victims. But being the victim of a scam, doesn't necessarily mean that Miss B is entitled to a full refund from Barclays.

I really sorry to disappoint Miss B, but I can't fairly ask Barclays to refund anything more.

My final decision

My final decision is that I don't uphold this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 25 August 2025.

Lisa Lowe
Ombudsman