

THE COMPLAINT

Dr W and Mrs W jointly hold an account with Barclays Bank UK PLC ("Barclays").

Mrs W complains Barclays will not reimburse her money she says she lost when she fell victim to a scam.

Mrs W was initially represented by Refundee in this matter. However, they have since withdrawn from the case.

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.

Mrs W says she has fallen victim to an investment scam. She says scammers deceived her into making payments to what she thought was a legitimate investment with Adams Street Partners.

Mrs W made several payments towards the scam from a Barclays account held solely in her name. Those payments are subject to a linked complaint with our Service. The transaction in this matter concerns a single cash withdrawal amounting to £7,100. This withdrawal occurred in branch on 17 April 2024 from a Barclays joint account held in the names of Mrs W and her husband, Dr W. Mrs W says she withdrew the £7,100 to pay – along with another amount – towards the scam concerned. She says that she provided the money to the scammers by way of a 'courier'.

Mrs W disputed this matter with Barclays. When it refused to reimburse Mrs W, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mrs W 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.

Based on the evidence before me, I am persuaded, on balance, that Mrs W has fallen victim to a scam. I am also persuaded on the same evidence that Mrs W's £7,100 cash withdrawal was lost as a result of the scam.

On 17 April 2024, Mrs W made the £7,100 cash withdrawal from her joint account; and another withdrawal from her sole account (see linked complaint). Barclays is unable to comment on what exactly happened in branch when Mrs W made her cash withdrawals. Mrs W says that Barclays asked her for the reason behind her withdrawals in branch. She accepts she misled Barclays by stating the money was for "home renovation". That said, Mrs W argues that Barclays should have gone further when questioning her about the withdrawals. As Barclays is unable to comment on what exactly happened in branch, I am willing to accept Mrs W's assertion that Barclays failed to scrutinise her further. However, even if Barclays had done so, I take the view that it is likely Mrs W would have frustrated Barclays's attempts to try to protect her from financial harm – thereby alleviating any concerns Barclays may have had about the withdrawals.

I have reached this conclusion by taking into account the following key factors:

- By telephone call on 30 March 2024, Mrs W spoke to a Barclays agent about a fund transfer she was attempting to make to another account in her name which was in connection with the scam concerned. During that call, amongst other things:
 - Mrs W confirmed that the transfer was for day-to-day expenses, travelling, and in the future, for purchases. None of those payment purposes were true. The reality of Mrs W's transfer was to fund what she believed to be a genuine investment at the time. However, Mrs W chose not to disclose this to the Barclays agent.
 - Mrs W confirmed to the agent that no third-party had told her to mislead or lie to Barclays. However, this was not true. I address this point in more detail below.
 - The Barclays agent warned Mrs W that if anyone had told her to lie – then it was likely she was being scammed.
- I have seen WhatsApp messages exchanged between Mrs W and the scammers. In one of those exchanges on 9 April 2024, the scammers instructed Mrs W on how to mislead her bank if it intervened. That is, the scammer provided Mrs W with a cover story to tell the bank. Mrs W's response to the scammer suggests that she was receptive to the cover story – even questioning parts of it to ensure it was believable to the bank.
- As already mentioned, the Barclays agent warned Mrs W during the 30 March 2024 call that if a third-party had told her to mislead the bank, then she was likely falling victim to a scam. A little over a week after that call, on 9 April 2024, the scammers told Mrs W to lie to her bank about the purpose of her payment. This was the very thing the Barclays agent had warned Mrs W about. However, this does not appear to have resonated with Mrs W, and she continued to make payments towards the scam.
- When Mrs W reported the scam to Barclays, she described, amongst other things, how deeply under the scammers' influence she was at the time.
- By Mrs W's own admission, she was not truthful with Barclays in branch about her cash withdrawals – stating that the money was for "home renovation".

I have relied on the above as an indication as to what would have likely happened had Barclays questioned Mrs W further about her £7,100 cash withdrawal in branch. Having done so, I find, on balance, that Mrs W would have likely frustrated Barclays's attempts to try to protect her from financial harm.

I take the point that it is arguable that two cash withdrawals on the same day from different accounts might have appeared unusual to Barclays. However, I cannot ignore the fundamental points I have set out in the bullets above. When I weigh those factors against the two withdrawals and the type of intervention I would have expected from Barclays, I am still persuaded Mrs W would have likely frustrated such an intervention.

Taking all the above points together, I am satisfied that Mrs W was very much under the spell of the scammers at the time. Whilst Barclays has not provided a record about the in branch visit, the starting point is that Mrs W accepts she lied about the purpose of her withdrawals. I think Mrs W would have likely said whatever was required to make her cash withdrawal. I also think Mrs W would have done so confidently – just like she did when she misled Barclays during the 30 March 2024 call. It follows that I would not have expected Barclays to invoke the Banking Protocol during Mrs W's in branch visit on 17 April 2024.

Recovery of funds

There is nothing Barclays could have done to try to recover Mrs W's loss regarding the transaction in this matter. I say this because Mrs W's loss derives from a cash withdrawal.

Vulnerabilities

Refundee submitted that Mrs W was vulnerable at the time of the scam because she was suffering from cancer and going through chemotherapy.

Whilst Mrs W has my sympathies, I am not persuaded that Barclays knew or ought reasonably to have known about Mrs W's personal issues at the time. Therefore, I do not find that Barclays should have dealt with Mrs W's cash withdrawal any differently in this regard.

Conclusion

Taking all the above points together, I do not find that Barclays has done anything wrong in the circumstances of this complaint. 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 Mr W and Mrs W to accept or reject my decision before 8 September 2025.

Tony Massiah
Ombudsman