

THE COMPLAINT

Mrs W complains Barclays Bank UK PLC ("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 However, they have since withdrawn from the case.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.

I do not intend on setting out a detailed list of all the payments in question. I say this given the volume and the fact that neither party in this matter has disputed the list of transactions the investigator at first instance set out in their assessment. Instead, I will provide a summary. The transactions concerned appear to be:

- Approximately 16 in total.
- Made between 13 March 2024 to 17 April 2024.
- Payment transfers, card payments and cash withdrawal.
- Made from more than one of Mrs W's Barclays accounts.
- Made to various accounts in Mrs W's name.
- Ranging from approximately £20 to £9,000.

Mrs W also withdrew £7,100 from her joint Barclays account held with her husband, Dr W. She used this money to pay towards the scam. This transaction is subject to a linked complaint with our Service

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.

The investigator was not satisfied that Mrs W's payments to Trading212 and eToro were part of the scam in question. However, he was satisfied that Mrs W's other payment transactions were part of the scam. In my view, Mrs W was likely scammed. However, it is difficult to conclude which specific payments are part of the scam – although I accept the cash withdrawals are more straightforward to determine. In any event, I find that this complaint fails for other reasons which I set out below.

I think it is arguable that some of the transactions in this matter should have triggered interventions from Barclays – potentially the last payments made on 14 March and 9 April 2024, especially given their collective amounts. That said, I am not persuaded that such interventions, had they occurred, would have made a difference in the circumstances. I take the view that had Barclays intervened, it is likely Mrs W would have frustrated Barclays's attempts to try to protect her from financial harm.

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 her Wise account 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 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 intervened in the transactions concerned in this matter. Having done so, I find, on balance, that Mrs W would have likely frustrated Barclays's attempts to protect her from financial harm.

On the same day Mrs W withdrew £9,000 in cash in branch from her sole account, she made another cash withdrawal from her joint 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. 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 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, I am still persuaded Mrs W would have likely frustrated such an intervention. 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.

Taking all the above points together, I am satisfied that Mrs W was very much under the spell of the scammers at the time. I think Mrs W would have likely said whatever was required to get her transactions over the line. I also think Mrs W would have done so confidently – just like she did when she misled Barclays during the 30 March 2024 call.

Recovery of funds

I have considered whether Barclays acted appropriately to try to recover Mrs W's funds once the fraud was reported.

Payment transfers

Mrs W's payment transfers were made from Barclays accounts to external accounts in her name. Thereafter, those funds were either moved directly to the scammers, or, if not – Mrs W should be able to withdraw them from her accounts.

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 Mrs W's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between

Mrs W's last payment and when she reported the scam. In these types of scams, scammers tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.

So, I am satisfied that it is unlikely Barclays could have done anything to recover Mrs W's payment transfers.

Card payments (chargeback)

Chargeback is an entirely voluntary scheme, which means firms are under no formal obligation to raise a chargeback claim. The relevant scheme operator can arbitrate on a dispute between a merchant and customer if it cannot be resolved between them. However, such an arbitration is subject to the rules of the relevant scheme – so there are limited grounds on which a chargeback can succeed.

Mrs W used a debit card to make payments to accounts in her own name. This would not be covered under the chargeback scheme concerned in this matter. The service – payments to Mrs W's other accounts – was carried out as intended.

For these reasons, I find that any chargeback claim in this matter had little chance of success under the relevant chargeback scheme. It follows that I would not have expected Barclays to have raised one on behalf of Mrs W.

Cash withdrawal

There is nothing Barclays could have done to try to recover Mrs W's 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 Mrs W to accept or reject my decision before 8 September 2025.

Tony Massiah
Ombudsman