

The complaint

Miss D has complained that Barclays Bank UK PLC won't refund the money she lost after falling victim to romance scams.

What happened

I don't seek to repeat the entirety of the events that have occurred which led to Miss D falling victim to scams. I'm satisfied the background to this complaint is generally well-known between both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Over the course of nearly three years, Miss D fell victim to romance scams between May 2020 and February 2023. She was convinced to make payments in relation to these scams for various reasons which had included i) paying tax to release funds to allow the scammers access to her bank account, ii) paying money for the scammers vacation request to be approved and iii) paying money after the scammer alleged they'd been arrested at an airport and needed help. Her losses claimed in this case amount to around £50,000.

Miss D says she found out she'd fallen victim to a scam when police attended her property in December 2023.

In July 2024 Miss D raised a complaint with Barclays. It had requested evidence and information from Miss D to investigate her case advising her it would be unable to offer any refund as it was unable to complete a full review. Miss D's complaint was subsequently brought to this service. Our investigator initially didn't uphold the complaint. She advised Miss D that she'd not presented sufficient evidence that the payments made between 2020 and 2021 were lost in relation to a scam. And for the later payments lost to a scam between 2022 and 2023, our investigator wasn't persuaded the payments were sufficiently unusual or suspicious enough to put Barclays on notice that she may be at risk of financial harm from fraud. So she didn't think Barclays needed to take any further action in relation to those payments.

In response, Miss D presented further evidence and information for consideration. Our investigator was satisfied Miss D had now presented sufficient evidence that the payments she made between 2020 and 2021 were lost to a scam. She considered that Barclays ought to have intervened, but she wasn't persuaded this would have prevented Miss D's losses. Our investigator found that although Miss D had advised police had attended her property in December 2023 where she says she was on notice that she'd fallen victim to a scam, she continued communicating with the scammers until as recently as this year (2025).

Our investigator also found that Miss D had raised other complaints with our service against other financial businesses in relation to losses to other scams. And in she didn't find Miss D's testimony to be consistent with the information presented to those financial businesses about the circumstances that took place. She also found that there were other instances where Miss D misled financial businesses – such as when she took out a loan. She concluded that Miss D was so taken in by the scams that she couldn't fairly say that even if Barclays had intervened, that her losses could have been prevented.

In regards to the payments lost to a scam between 2022 and 2023, our investigator maintained that she wasn't persuaded the payments appeared sufficiently unusual or suspicious enough to put Barclays on notice that she may be at risk of financial harm from fraud.

Miss D also raised some further transactions with our investigator which she says were lost to a different scam between January 2022 and September 2022. Barclays didn't agree to include them within this case as it had no information or evidence about them. Our investigator informed Miss D that these transactions wouldn't be included within her investigation and that should she wish to raise these further, she would need to do so directly with Barclays.

As Miss D disagreed with our investigator's findings, the case has since 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.

Firstly, I would like to make clear that my decision here is solely focused on the disputed transactions originally brought to this service – those being transactions in relation to several scams that took place between May 2020 and February 2023. My decision does not include any consideration for the most recent disputed transactions Miss D has brought to this service's attention that she says took place between January 2022 and September 2022 in relation to an entirely separate scam.

In this decision I've focussed on what I think is the heart of the matter here. As a consequence, if there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I consider is a fair and reasonable outcome. Our rules allow me to do this, reflecting the informal nature of our service as a free alternative to the courts.

As such, the purpose of my decision isn't to address every single point raised. My role is to consider the evidence presented by the parties to this complaint, and reach what I think is an independent, fair and reasonable decision, based on what I find to be the facts of the case.

I understand that Miss D fell victim to a number of cruel and manipulative scams, for which she has my sympathy. I appreciate that the scammers abused her trust and that this cannot have been an easy matter for her to face and I can understand why she would like her money back. It's important to recognise and keep in mind that it's the scammers who are primarily responsible for the scams themselves and the resulting distress, and it's the scammers who really owe Miss D her money back. But in Miss D bringing her complaint to this service, I can only look at what Barclays are responsible for. And having carefully considered everything that both sides have said and provided so far, I'm minded to reach the same overall outcome as our investigator and for largely the same reasons. I cannot fairly hold Barclays liable for Miss D's losses. I'll explain further below.

It isn't in dispute that Miss D authorised the transactions in question. She is therefore presumed liable for the loss in the first instance. However, Barclays is aware, taking longstanding regulatory expectations and requirements into account, and what I consider to be good industry practice at the time, that it should have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

Among the disputed transactions there are several distinct periods that they are carried out. These are:

- May to June 2020,
- a single transaction in January 2021,
- July 2021 and
- December 2022 to February 2023.

For the disputed transactions that took place between May and June 2020, these were all international payments that were made to two distinct payees which I'll refer to as NR and VM. Whilst I'm satisfied Miss D has provided evidence of the instructions she was given by scammers in relation to these payments, her account statements appear to show she made earlier payments on 20 April 2020 and 1 May 2020 in relation to NR which she is not disputing. Given the sequence of payments that took place, and considering Miss D's account history, like our investigator I'm in agreement that by the fourth disputed transaction of £2,000 made on 14 May 2020 an intervention ought to have taken place.

That said, I'm not persuaded that any reasonable, proportionate intervention by Barclays would've prevented Miss D's losses. I say this because at the time of the payments, Barclays' records show that Miss D proactively contacted Barclays about two of the payments for £1,280 which she said were made in error and needed them returned as she needed to transfer the funds to America in order to fix a roof on an owned property. Given the available evidence, I'm not satisfied this was the genuine reason Miss D needed the funds returned. Furthermore, I've also found that Miss D later applied for a loan which funded payments lost to this scam on 17 June 2020. In applying for the loan, Miss D was untruthful as to the purpose declaring that their purpose was for "home improvements".

Miss D also brought separate complaints to this service against separate financial businesses where she also lost significant funds to a romance scam throughout 2022. What I've found in those circumstances is that not only did Miss D mislead these financial businesses when she was questioned about her activity, the circumstances she presented when bringing her complaints to this service were inconsistent.

I'm also mindful that Miss D continued to fall victim to a series of similar romance scams over several years. And as our investigator has pointed out, even when Miss D advised that she was later attended to by police in December 2023 and she was told these were scams – she has continued communicating with the scammers as recently as this year which is concerning.

I've reviewed the correspondence shared by Miss D that she had with the numerous scammers. It's evident that even when presented with a series of elaborate and extremely unlikely circumstances, which included allegations of a father and child being arrested and imprisoned, she was heavily under the illusion that these were all legitimate and genuine interactions that were taking place. It's very concerning that Miss D has continued communicating with the scammers too.

I sympathise with the fact that Miss D has fallen victim to multiple romance scams, but I can only ask Barclays to reimburse her if I find that any wrongdoing on its part caused her loss. Given the trust that she placed in these individuals and the actions of Miss D, I'm not persuaded any reasonable, proportionate intervention by Barclays would've worked here at any point during the scams that took place over several years. Considering the continued contact Miss D had with the scammers, and her willingness to mislead numerous financial businesses - I'm persuaded that a proportionate intervention by Barclays wouldn't have been enough to deter or prevent her from continuing to make payments towards the scams. She

had used multiple accounts with other financial businesses to make payments towards the scams, and for the reasons explained I think it's likely Miss D would have facilitated payments another way, had Barclays blocked it. I'm also not satisfied there was any further point that Barclays ought to have intervened in later payments from 26 May 2020 through to 10 February 2023. Therefore I can't fairly tell Barclays to reimburse Miss D in this case.

I've also considered whether there were any ways Barclays could have recovered Miss D's money, but I don't consider they could have. The international payments were made at least two years prior to her raising a claim – and even when Miss D raised a claim, Barclays were unable to investigate fully due to the absence of sufficient evidence. That said, recovery attempts would have been on a best endeavours basis only, and in light of the time that had passed, I'm not satisfied recovery was possible. Turning to the debit card payments made to a cryptocurrency exchange, I also don't consider Barclays could have recovered these. Miss D bought genuine cryptocurrency with the funds which she sent on as part of this scam. So she did receive what she paid for, even if she then lost it due to a scam.

My final decision

For the reasons given above, and in my final decision, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 18 December 2025.

Mark O'Connor
Ombudsman