

The complaint

Mr C complains that Barclays Bank UK PLC won't refund the money he lost when he was the victim of what he feels was a scam.

What happened

The background to this case is well-known to both parties, so I won't repeat it in detail here and will just set out a brief summary of what I consider to be the key events.

In August 2020, Mr C met a man online and they subsequently met in person and became friends. Shortly afterwards, the friend told Mr C he worked at an international airport and had seen some people who appeared to be protestors fleeing Hong Kong and offered them accommodation and support. Mr C says the friend inspired him to support them as well, and so he volunteered to help.

Over the next sixteen months or so, Mr C was communicating with the friend as well as with two of the protestors. And he made a number of payments from his Barclays account, which he's said were intended to help support the welfare of the protestors. Mr C says the money he paid was provided as an interest-free loan for the charitable support of the protestors, and that it was agreed the friend would pay him back once they received money back from their employer and from selling their property.

However, from early 2022 Mr C started to feel that the messages he was receiving from the friend and one of the protestors were becoming illogical and inconsistent, and he started to question whether the friend was scamming him. He then discovered that the phone number he had been using to communicate with one of the protestors was associated with a bank account which appeared to be in the name of the friend, and that the bank account he had sent some of the money to also appeared to be in the name of the friend.

As he looked into it further, Mr C discovered more information which he feels suggests the protestor he was speaking to was not a real person and was a scam being operated by the friend. He then reported the payments he had made to Barclays as a scam and asked it to refund the money he had lost.

Barclays investigated but said this was a police matter that it could not be involved with. It said there was no further action it could take on Mr C's behalf. And so it didn't agree to refund the payments he had made. Mr C wasn't satisfied with Barclays' response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think there was sufficient evidence to show that Mr C had been the victim of a scam in the way he'd suggested, so didn't think it would be fair to require Barclays to refund the payments he'd made. Mr C disagreed with our investigator, so the complaint has been passed to me.

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.

Having done so, I don't think it would be fair to require Barclays to refund any of the payments Mr C made from his account here. I'll explain why below.

Mr C has made a number of detailed submissions to our service in support of this complaint and sent us a significant amount of evidence, including correspondence between himself and one of the protestors and the results of his own investigation into the friend and the people he thought he was speaking to. And while I haven't necessarily commented on every single point he raised and have focused this decision on the key issues I believe are central to the outcome, I want to assure Mr C that I have read and considered everything he sent us before reaching this decision.

Before our service considers whether a bank has done enough to protect its customers, we must first be satisfied that a customer has been the victim of a scam and has suffered a loss. And despite requesting evidence from him on a number of occasions and giving him sufficient opportunity to provide it, I don't think we have enough evidence from Mr C here to safely conclude that the circumstances surrounding the payments were as he has described, that he has been the victim of a scam or that he has suffered a loss as a result of the payments he made.

When he initially referred his complaint to our service, Mr C said that the payments were made to temporarily support the welfare of the protestors the friend told him about. Since the complaint has been with our service, Mr C has clarified that the payments he made were not for supporting any general protestors, but were made specifically to support one of the protestors he believed he had been speaking to – who he now believes doesn't exist and was made up by the friend.

Mr C has also said that the payments he made were intended as an interest-free loan, and it was agreed that the friend would transfer the money back to him once they received money back from their employer and from selling their property.

But having reviewed all the information and evidence Mr C has sent to our service, as well as all the evidence and call recordings Barclays has provided, I'm not satisfied I can safely conclude that the circumstances surrounding the payments were as Mr C described them. I'm not satisfied the evidence Mr C has provided clearly demonstrates that his relationship with his friend and his understanding of the people he was communicating with were as he has described, that the payments were made for the purposes he has explained, or that he expected to be repaid the money he sent but has not been.

Our service has explained to Mr C on a number of occasions that the information and evidence he had provided was not sufficient to show that the circumstances surrounding the payments were as he described. And I'm satisfied that these explanations clearly explained the reasons for this to him. But despite Mr C sending in a significant amount of further evidence, I still don't feel that we have a clear picture of what has happened here.

And, as Mr C has been given a number of opportunities and a significant amount of time to provide further evidence in response, I think it's reasonable to conclude that he has provided the best evidence available to him and that he is either unwilling or unable to provide evidence that would clarify the circumstances further.

So I think it is reasonable to reach a conclusion on this complaint based on the information and evidence currently available to me. And, based on what I've seen, I don't think I can safely conclude that the circumstances surrounding these payments were as Mr C has described, that he been the victim of a scam here or that he has suffered a loss as a result of

the payments he has complained about. So, as that is the case, I don't think it would be fair or reasonable to require Barclays to refund any of the payments he has made here.

Mr C has also provided evidence which he feels shows a business the friend was involved in has been found to be a scam. But, even if this is the case, I don't think this necessarily means that any activity the friend carried out unconnected to this business was also a scam. And as I'm not satisfied I can safely conclude what happened here, I still don't think it would be fair to require Barclays to refund any of the payments he has made.

I understand that my decision will come as a disappointment to Mr C. I appreciate his strength of feeling about what has happened and that he feels he has lost a significant amount of money. But, for the reasons I've set out above, I don't think it would be fair to require Barclays to take any further action here.

My final decision

I don't 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 13 October 2025.

Alan Millward
Ombudsman