

The complaint

Mr S complains that Barclays Bank UK PLC (Barclays) is refusing to refund him the amount he lost as the result of a scam.

Mr S is being represented by a third party. To keep things simple, I will refer to Mr S throughout my decision.

What happened

Mr S found an advertisement for a company I will call "X" online. X appeared legitimate with a professional looking website. Mr S left his details and was contacted by a representative of X.

X built trust with Mr S and seemed to have a good knowledge in investments. X explained the investment process and convinced Mr S that he should invest with it.

Mr S was required to provide identification documents to X and download screensharing software which was used by X to access his device and walk him through its trading platform.

In addition to helping Mr S invest X claimed it could help to recover funds he had lost to a previous scam. Mr S agreed to invest with X but after he sent multiple payments, he was no longer able to contact X or withdraw his funds.

Mr S has disputed the following payments made from his Barclays account:

Payment	Date	Payee	Payment Method	Amount
1	13 May 2024	Foris MT	Transfer	£2,000.00
2	13 May 2024	Foris MT	Transfer	£500.00
	15 May 2024	Foris MT	Refunded	£1,919.73cr
3	17 May 2024	Nitrile Care	Transfer	£1,999.00
	17 May 2024	Nitrile Care	Refunded	£1,999.00cr
4	17 May 2024	Nitrile Care	Transfer	£5,500.00
	17 May 2024	Nitrile Care	Refunded	£5,500.00cr
5	23 May 2024	Foris MT	Transfer	£9,000.00
6	24 May 2024	Foris MT	Transfer	£10,000.00
7	28 May 2024	Foris MT	Transfer	£8,000.00
8	28 May 2024	Foris MT	Transfer	£10,000.00
9	29 May 2024	Foris MT	Transfer	£10,000.00

Our Investigator considered Mr S's complaint and didn't think it should be upheld. Mr S disagreed, so this complaint has 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.

It has not been disputed that Mr S has fallen victim to a cruel scam. The evidence provided by both Mr S and Barclays sets out what happened. What is in dispute is whether Barclays should refund the money Mr S lost due to the scam.

Recovering the payments Mr S made

The payments that were not recovered or refunded were not made to the scammer directly, instead they were made to a legitimate cryptocurrency exchange and cryptocurrency was provided to Mr S in return for those payments. As there is no dispute that cryptocurrency was provided to Mr S in exchange for the payments he made, and it took further steps for those funds to end up in the hands of the scammer any attempt to recover the payments would have no prospects of success.

Should Barclays have reasonably prevented the payments Mr S made?

It has been accepted that Mr S authorised the payments that were made from his account with Barclays, albeit on X's instruction. So, the starting point here is that Mr S is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether Barclays should have been aware of the scam and intervened when Mr S made the payments. And if it had intervened, would it have been able to prevent the scam taking place.

I can see from the evidence provided by Barclays that it did intervene multiple times when Mr S attempted to make payments in relation to the scam. When Barclays intervened, multiple calls took place between Barclays and Mr S. I have listened to recordings of these calls.

During the calls Mr S confirmed he was investing in Bitcoin, although he also confirmed that he was not working with a broker, he was not receiving any advice, he was making investments himself, and no one else was speaking to him. Mr S also confirmed that he had not downloaded any screen sharing software and no one was telling him what to say when making payments.

The information Mr S provided to Barclays wasn't true, a third party was involved helping him to invest and he was receiving advice. Mr S had also downloaded screensharing software, and considering he was withholding the truth about the payments I think it's likely X had given him at least some advice about what he should and shouldn't say to have the payments approved.

Mr S also made payments from an account he held elsewhere in relation to this scam and intervention calls took place on multiple occasions. Mr S again gave incorrect answers when that account provider intervened.

Giving false information would, and did make it extremely difficult for Barclays to uncover the scam that was taking place. If Mr S had told Barclays that he was being guided by a third party and had downloaded screensharing software, which are both common aspects of this type of scam I think it's very likely that the scam would have been uncovered and Mr S's loss could have been limited.

I do think Barclays could have intervened further than it did, but with the above in mind I don't have enough to say that Mr S would have provided any more honest responses to its questions had it done so.

So, I don't think Barclays missed an opportunity to prevent the scam and it is not responsible for Mr S's loss.

Mr S has also explained that he was vulnerable with health issues at the time the scam took place. But I don't have enough to say that this impacted his ability to make reasoned decisions in fact it's clear to see that Mr S affectively answered Barclays questions giving misleading responses.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 October 2025.

Terry Woodham
Ombudsman