

The complaint and what happened

Mr W has asked us to look into several complaint points he has raised with Barclays Bank UK PLC. He says it is holding him liable for two payments to an individual, Mr R, which he didn't authorise; it failed to protect him from losing £10,000 to an investment scam; and he's unhappy with its decision to close his account.

Our investigator didn't uphold Mr W's complaint. She wasn't persuaded it was likely an unauthorised person could have made the payments sent to Mr R. She didn't feel the details provided about the investment scam were enough to confirm what was lost, or that Barclays was at fault. And she thought Barclays had acted fairly in closing the account – noting no funds remained at the point it was closed.

Mr W has appealed the investigator's outcome. In summary, he says the bank is responsible for his safety but he's lost his money and been left without a bank account.

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.

The fraud claim

On 16 September 2022, two payments – for £500 and £20 respectively – were transferred to Mr R from Mr W's account. Mr W says he didn't make these payments.

In broad terms, under the relevant regulations (the Payment Services Regulations 2017), the starting position is that Mr W is liable for payments he authorises – but not for unauthorised payments. So, I've considered whether it's fair for Barclays to hold Mr W liable for these payments.

The payments appear to have been authenticated correctly. But the dispute here is about whether it was Mr W who completed the steps to make these payments. If he did, under the PSRs, this would amount to him consenting to the payments – meaning they would be deemed authorised.

I'm persuaded by Barclays' evidence that the payments were made via mobile banking on Mr W's own device – which was registered on the account and was being used regularly to make other, undisputed payments. Mr W told Barclays he was at work at the time of the payments. But he also said he always had his phone on him and no one else had access to it. He's not reported losing his phone at any point.

It therefore seems unlikely to me someone else would have been able to obtain access to his phone, as well as his security information, without his knowledge or involvement – as would have been required to make these payments. Especially bearing in mind the payments were made several hours apart.

In the circumstances, I'm persuaded it was reasonable for Barclays to conclude the payments were authorised by Mr W. And I don't think it would be fair to hold it liable for any loss he has incurred in relation to these payments.

The scam claim

Mr W has told us he lost £10,000 to an investment scam. When considering his complaint directly, Barclays explained it needed further details from him about how the scam occurred – including which payments from his account were lost to the scam.

Our investigator also asked Mr W for details such as confirmation of which payments were lost to the scam, an explanation of what happened, and records of his communications with the alleged investment company. He hasn't been able to provide this.

I have listened to a call between Mr W and Barclays in which he told it about an investment company he had been dealing with. Barclays told him the company was a scam. But this call was in relation to an attempted payment to a cryptocurrency wallet which Barclays blocked due to having concerns Mr W was at risk from fraud. So, no loss was incurred by Mr W at this point. In fact, it appears Barclays' actions here may have prevented him from losing this payment to the scam.

The investigator also set out to Mr W all the payments she could identify, spanning from 2020 to 2023, which looked as though they may have been paid to cryptocurrency wallets. But the value of these (around £2,000) came to much less than the value Mr W says he lost to the scam. And again, without further details from Mr W, I can't see whether or how those funds were actually lost to the scam. For example, I can't see how any payments made in connection to this scam were used after they left his Barclays account. Nor do I have any insight into how and when the scam started, or what Mr W was being told by the scammers.

In the circumstances, I'm not persuaded Mr W has provided enough information about the scam to show he has lost out due to any failings by Barclays.

The account closure

I've seen from Barclays' records that, around April 2023, Mr W was directed to visit a branch in relation to its concerns he was at risk of falling victim to a scam. Barclays says Mr W behaved in an abusive manner to its staff during this visit, leading it to close his account with immediate effect. Having checked the account terms, these do explain Barclays can close an account without notice due to abusive behaviour by its customer.

I appreciate Barclays' decision led Mr W without access to the account. But he hasn't disputed causing some level of disturbance in branch. Instead, he says, "...let [Barclays] write why I caused a disturbance" and *"The bank cannot ask me where I should invest my money"*.

I'm conscious this branch visit came about due to Barclays' concerns he might be falling victim to a scam – which is something he has told us did happen. It was trying to protect him, which is relevant to his overall complaint about its responsibility to him. On balance, I'm satisfied Barclays has acted fairly and in line with its terms and conditions when closing Mr W's account.

It appears Mr W has also queried why he didn't receive any funds when the account closed. But, having reviewed his account statements, I can see this was because he didn't have any funds remaining in the account on the date Barclays closed it. I'm not sure if Mr W may instead be thinking of/referring to another account which was closed. But I'm satisfied Barclays hasn't unfairly withheld any funds. I also think the fact he didn't have money left in the account minimised the inconvenience caused by its closure.

Overall, having carefully considered the complaint points Mr W has raised, I'm not persuaded Barclays needs to take further action to resolve things.

My final decision

For the reasons given 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 to accept or reject my decision before 31 October 2025.

Rachel Loughlin
Ombudsman