

## The complaint

Mrs B is unhappy Barclays Bank UK PLC will not refund £10,617.94 that she lost as the result of a scam.

## What happened

As both parties are familiar with the details of the scam, I won't repeat them here in full. In summary, Mrs B fell victim to a job/task scam. She was contacted via WhatsApp and offered the opportunity to work for company 'A' completing online tasks to earn commission. She was told that to access the tasks she first needed to deposit funds into a digital wallet at a cryptocurrency exchange. When she kept having to make more payments before she could withdraw her earnings she realised she had been scammed. She made the following payments to her digital wallet and from there moved the funds to the scammers.

payment	statement date	recipient	value	method
1*	11/12/2024	Coinbase	£1,400	debit card
2*	11/12/2024	Coinbase	£1,600	debit card
3	11/12/2024	CRO	£617.94	debit card
4	17/12/2024	crypto.com	£5,000	faster payment
5	18/12/2024	crypto.com	£5,000	faster payment

*\*Payments 1 and 2 have since been refunded.*

Mrs B says Barclays did not do enough to protect her money. It should limit the value account holders can transfer to cryptocurrency exchanges, like other banks do. Barclays says it spoke to Mrs B about payments 4 and 5 but she did not respond honestly. This prevented it from warning her about job/task scams. It rejected her refund claim saying she had moved the money to an account in her name that she had control of, and it was not the point of loss.

Our investigator did not uphold Mrs B's complaint. He found Barclays made a proportionate intervention at the right time – payment 4. But Mrs B was not honest about the purpose of the payment so it was unable to provide a tailored warning that could have broken the spell of the scam. It follows the bank could not fairly be held liable for Mrs B's loss.

Mrs B disagreed with this assessment and asked for an ombudsman's review. She said, in summary, she was under so much pressure from the scammer and feared losing all her money. The bank did not do enough, it should have provided written communication before the second £5,000 transaction was processed and should not have allowed £10,000 to be transferred if there were any concerns about suspicious activity. If Barclays had reason to believe the transactions were potentially fraudulent, she should have been invited to her branch to speak with the manager.

## 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.

I note Mrs B feels her concerns have been dismissed so I first want to reassure her that I have read and thought carefully about all her comments. But in keeping with our role as an informal dispute resolution service – and as our rules allow – I will focus here on the issues I find to be material to the outcome of her complaint.

In broad terms, the starting position at law is that Barclays is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (2017) and the terms and conditions of the customer's account. There is no dispute here that Mrs B authorised these payments.

However, it doesn't stop there. Taking into account relevant law, regulatory rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that by December 2024 Barclays should have:

- been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, taken additional steps, or made additional checks, or provided additional warnings, before processing a payment; and
- been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multistage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

In the circumstances of this case I do not find Barclays can be held liable for Mrs B's losses. I'll explain why.

Barclays' fraud team spoke to Mrs B on 16 and 17 December after she attempted to make payments 4 and 5 and before it processed them. I agree that payment 4 was the right time for it to first intervene given the value and destination of the attempted transaction.

Barclays asked a series of questions to establish the context of the payment as we would expect. It reacted appropriately to Mrs B's replies before moving on to the next question. It asked at the outset if Mrs B had been told to lie to the bank by anyone, explaining that is a very good indication of a scam. She assured the bank she had not and that there were no third parties involved. However, she went on to lie to Barclays. She said she was buying crypto but would not be moving it anywhere, it would stay in her digital wallet and this was her personal investment strategy. She said she had done quite a lot of research and it was something her brother knew a lot about. The adviser talked about checking any investment was FCA authorised, and Mrs B said she was totally aware of that. She said she had lost money last year and so would not be taking any risks. When the adviser talked about victims of scams commonly being invited to join WhatsApp groups Mrs B did not hesitate to say she would never get involved in something like that with people she didn't know. She was however a member of such a group by this time. She showed no signs of uncertainty or

hesitation. I acknowledge Mrs B says she felt under severe pressure, and I can understand that, but I cannot see there were outward signs of this that Barclays failed to pick up.

As Mrs B did not tell Barclays the real purpose of the payment(s) she prevented it from asking the questions that would have most likely led it to identify that Mrs B was at risk of falling victim to a job/task scam and give her a relevant warning that might have resonated. Instead, based on her misleading answers, it warned her about the risks of investing in cryptocurrency.

It then explained it could not release the payment until she had visited a branch with two forms of identification. She did this. I note she says the branch manager ought to have interviewed her, but I think the bank's intervention in the round was appropriate given the payment values. I am also not persuaded that any such discussion would have arrived at a different outcome. Mrs B seems to have been determined to try this 'job'. I say this as on the AI research she completed about company 'A' it clearly states that there are reports of scams associated with domain names containing the company 'A' – including fraudulent job offers. Yet Mrs B went ahead.

It follows I do not find Barclays can fairly be held liable for any of Mrs B's loss.

I have then considered if Barclays did enough to try to recover Mrs B's money once it became aware of the scam. I do not find any failings on Barclays part in this regard. I'll explain why.

The faster payments were made to a wallet in Mrs B's name at a cryptocurrency exchange, Mrs B then sent that cryptocurrency to the scammer. So, Barclays would have had no realistic prospect of being able to recover the funds from the account it credited as Mrs B had moved them on.

For payment 3 which was made by debit card, the chargeback scheme would have been the recovery route. However, I don't consider that a chargeback claim would have had been successful given there's no dispute that the cryptocurrency exchange provided the service it sold to Mrs B. The funds appeared in her digital wallet, and there are no chargeback rights for any subsequent purchase of goods or services from a staged digital wallet.

Mrs B also said that Barclays should limit the value account holders can transfer to cryptocurrency exchanges, like other banks do. But that is not something I can comment on. Our role is to review the individual merits of a complaint and to instruct the bank to put things right if we find it has acted in error. It would be the role of the regulator (the Financial Conduct Authority) to look at any systemic issues. The daily limit of payments to a crypto currency exchange would likely be deemed a commercial matter for the bank itself to decide, unless there was any evidence that an individual customer's account has not been managed in line with the bank's fraud prevention policies. I have not seen anything to suggest that was the case here.

It follows I am not instructing Barclays to refund any money to Mrs B. This is a difficult decision to make, I'm sorry Mrs B has lost a considerable amount of money and I can understand why she would like to be compensated for her loss. I do accept Mrs B has fallen victim to a sophisticated scam. But I can only consider whether the bank, which had no involvement in the scam itself, should be held responsible for what happened. For the reasons set out above I do not find Barclays can be held liable in the circumstances of this case.

**My final decision**

I am not upholding Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 2 December 2025.

Rebecca Connelley  
**Ombudsman**