

## **The complaint**

Mr P has complained Barclays Bank UK PLC won't refund all payments he says he made and lost to a scam.

## **What happened**

The details of this complaint are well known to both parties, and not in dispute, so I will only include a summary here. Mr P was contacted unexpectedly via a messenger app and informed he could make 1% compounding interest daily from an investment opportunity. He was initially able to make some small withdrawals, which led him to believe this was a genuine investment. However, Mr P subsequently realised it was a scam when he was unable to withdraw any further funds without first depositing more money. In total Mr P has explained he invested, via different accounts, circa £10,000 in this scam – with around £3,500 sent from his Barclays account.

Mr P informed Barclays of the scam, but it was unable to recover the funds as it highlighted Mr P sent the funds first to a genuine money remittance provider before sending them on. So, Mr P referred the complaint to us and at this point Barclays offered Mr P a refund of all the dispute transactions, less a deduction of 50% for Mr P's actions also leading to the loss, plus 8% simple interest. Barclays said this offer came to: £1,752.99, plus 8% simple interest from the date of payment until the date of settlement. Although Mr P originally accepted this offer, he then changed his mind and requested we issue an outcome as he wanted the entire amount refunded.

Our Investigator considered Mr P's complaint and she too agreed that the loss being shared equally between both parties was fair. So, she did not increase the award made by Barclays. However, Mr P disagreed and requested a final decision.

As the complaint could not be resolved informally it has been passed to me to issue a final decision.

## **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'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

As Barclays has agreed it could have done more to protect Mr P from the scam, the remaining aspect in dispute is whether it has fairly deducted 50% from the redress award it made. So, this is what my decision will consider. I don't doubt Mr P has been the victim of a

scam here; he has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean Mr P is automatically entitled to full recompense by Barclays.

I've thought carefully about whether Barclays treated Mr P fairly and reasonably in its dealings with him, when he made the payments and when he reported the scam, or whether it should have done more than it did. Having done so, I've decided to partially uphold the complaint – but only in confirmation as to the offer made by Barclays being fair. I am not awarding the full loss Mr P is claiming. I'll note here the scam reimbursement rules that came into effect on 7 October 2024 do not apply here.

The starting point for contributory negligence is considering what a reasonable person would be expected to have done in the circumstances – and whether Mr P's actions fell below that. Having reviewed the circumstances of the scam, I think there were red flags Mr P ought reasonably to have picked up on. Namely:

- Mr P started sending his funds to an unknown individual, following unexpected contact via a messenger app saying he could make money investing with them. This is not how professional / regulated entities would approach prospective clients or generally communicate with them.
- Mr P was not supplied with any contracts or paperwork.
- The return Mr P was being offered appears to have been a guaranteed return each day. Such an offer is too good to be true and not in line with how investments usually work.

I've noted that Mr P was able to complete some small withdrawals which alleviated any concerns he had. However, he did not complete sufficient, if any, due diligence to confirm whether the company was real, the investment was genuine or if there was any legitimacy to what he was being told. I think there were sufficient red flags, collectively and singularly, which ought to have alerted Mr P to the fact this could be a scam. Therefore, I agree that a deduction for 50% of the disputed transactions is reasonable as both parties were jointly responsible for the loss.

I am sorry to hear about the vulnerable situation Mr P was in at the time of the scam and how the scam has exasperated his vulnerabilities further. Due to their sensitive nature I will not list what Mr P has informed us of here. The repercussions such a cruel scam has had on Mr P is not something I have overlooked when reaching my decision. I have kept in mind, regardless of Mr P's vulnerabilities, Barclays has accepted it should have done more at the time. But, I have still considered whether a pattern emerged that should have highlighted that Mr P's decision-making was impacted to such a level that Barclays should be liable for the total loss, or a higher proportion of it. Having listened to the call Mr P had with Barclays at the time I'm not persuaded Barclays could have ascertained that Mr P was in a vulnerable position. I have also kept in mind Mr P informed our Investigator his vulnerable situation became worse after the scam occurred.

I am empathetic towards Mr P - and understand his vulnerability did impact things like this concentration. However, I do not consider, in isolation of any other clear indicators of a potential risk of financial harm, that his vulnerability should mean I hold Barclays liable for the total loss. I have not seen sufficient red flags or evidence that highlights Barclays failed to ascertain that Mr P should not have been able to make these payments. I'll also add that being vulnerable doesn't necessarily mean an account holder is prevented in every situation from making payments without first speaking with their bank.

I've noted that Mr P has explained another bank gave him a full refund of his losses he incurred whilst transferring funds to the scammer via them. However, we consider each case on its own individual merits and although one bank has decided to refund him it does not automatically mean the others must do so as well.

Therefore, although I am sorry to hear about the impact this cruel scam has had on Mr P's finances and health, it would not be reasonable of me to find Barclays at fault for his total loss. Given my reasons above, I think Mr P ought reasonably to have had concerns about the legitimacy of the investment. In these circumstances it is reasonable he should bear some responsibility for his losses. Weighing the fault that I've found on both sides I think a fair deduction is 50%.

I'll note here I do not think there were any additional recovery options available to Barclays which had any reasonable prospects of success. He received the expected service when conducting these transactions and then sending the funds to the scammer. Similarly, the Contingent Reimbursement Model Code is also not applicable considering the payment method used – ultimately Mr P appears to have paid the funds directly to his own account prior to forwarding them to the scammers.

### **My final decision**

For the reasons I've explained, I partially uphold Mr P's complaint against Barclays – but only to the extent as to confirm its offer is fair.

In line with my decision, if Barclays has not already done so it should pay Mr P:

- 50% of his loss which occurred through the transfers made from his Barclays account that ultimately went to the scammer,
- plus 8% simple interest (calculated from the date of loss until the date of settlement, minus any applicable tax).

I make no further awards against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 December 2025.

Lawrence Keath  
**Ombudsman**