

## **The complaint**

Mr H complains, via a representative, that Barclays Bank UK PLC (“Barclays”) won’t refund the money he lost to a scam.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat everything again here.

In brief, Mr H met someone on a dating website. This person was actually a scammer. This scammer eventually introduced Mr H to a scam investment platform that I will call B

Mr H made four transfers on 12 and 13 August 2021 to a crypto platform. The funds were then converted into crypto and sent on to B.

When Mr H was unable to withdraw his profits, he realised he had been scammed. He complained to Barclays about this matter, as he believes that Barclays should have prevented the payments being made. Barclays did not uphold his complaint.

Our investigator also did not uphold this complaint. He thought that Barclays did not need to intervene during this scam and therefore he did not think that Barclays needed to refund the transaction in question. He also did not think that the funds could have been recovered via other means.

Mr H did not agree and therefore his complaint has been passed to me to issue a 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.

In deciding what’s fair and reasonable, I am required to take into account relevant law and regulations, regulators’ rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities. In other words, on what I consider is more likely to have (or would have) happened, in light of the available evidence and the wider circumstances.

In broad terms, the starting position is that Barclays, is expected to process payments and withdrawals that a customer authorises it to make. This should be in accordance with the Payment Services Regulations and the terms and conditions of the customer’s account.

However, 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 Barclays should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have 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;
- have 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, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice Barclays sometimes does); and
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage 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.

It isn't in dispute that Mr H authorised the payment he made from his Barclays account. The payment was requested by him using his legitimate security credentials provided by Barclays. And the starting position is that Barclays ought to follow the instructions given by their customers, in order for legitimate payments to be made as instructed.

However, I've considered whether Barclays should have done more to prevent Mr H from falling victim to the scam, as there are some situations in which it should reasonably have had a closer look at the circumstances surrounding a particular transaction. For example, if it was particularly out of character.

I am mindful that these transactions took place in 2021 and Mr H had paid the same crypto exchange a number of times in the past. So this would have made the payments seem less out of character. Given this I do not believe that the transactions were large enough, and the pattern of spending was not sufficiently indicative of a scam. So in my view, I don't think the payments necessarily ought to have been considered unusual or sufficiently out of character for Barclays to have needed to intervene during the scam.

That said, it is arguable that the last payment should have prompted some questions. So I have considered for the sake of completeness whether an appropriate intervention at this point would have stopped the scam. Having done so, I have taken into consideration that this was a romance scam and based on the chat transcripts I've been provided with, its clear the relationship had developed by this point - to the stage where I don't think that an intervention or warning would have stopped the scam. Mr H clearly trusted the scammer at this point and I think, albeit on balance, that a proportionate and appropriate intervention on the last payment would not have stopped the scam.

So overall and taking everything into consideration, I don't think that Barclays could have stopped the scam. Given this, I don't think that Barclays needs to refund Mr H the transactions in question.

I've also thought about whether Barclays could have done more to recover the funds after Mr H reported the fraud. In this case, the Contingent Reimbursement Model (CRM) does not apply as the payments were sent to an account in the consumer's own name. So I don't think that the funds could have been recovered.

I appreciate this will come as a disappointment to Mr H, and I'm sorry to hear he has been the victim a scam. However, I'm not persuaded that Barclays can fairly or reasonably be held liable for the losses that he said he incurred in these circumstances.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 February 2026.

Charlie Newton  
**Ombudsman**