

The complaint

Mr A complains that Barclays Bank UK PLC won't refund the full amount of money he lost to a scam.

What happened

Mr A says he sent several payments to what he thought was a task-based job. When Mr A didn't get the returns he was promised, he realised he had been scammed. So, he logged a complaint with Barclays.

Barclays looked into the complaint and upheld it in part. Barclays found it should have intervened on payments one to six and offered to refund 50% of these as way of split liability. Mr A thought he should be refunded the full amount, so he brought his complaint to our service.

Our investigator looked into the complaint but didn't uphold it. He found Barclays intervened and spoke to Mr A when he made some of the payments, but Mr A wasn't accurate with his responses – so he didn't think the payments or scam could have been prevented and the offer by Barclays was fair.

As Mr A remained unhappy, the 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.

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 focused on what I think is the significant part 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.

I don't doubt Mr A has been the victim of a scam here – he has lost a considerable sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean Mr A is automatically entitled to recompense by Barclays. It would only be fair for me to tell Barclays to reimburse Mr A for his loss (or a proportion of it) if: I thought Barclays reasonably ought to have prevented all (or some of) the payments Mr A made, or Barclays hindered the recovery of the payments Mr A made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

I've thought carefully about whether Barclays treated Mr A 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 not uphold Mr A's

complaint. I know this will come as a disappointment to Mr A and so I will explain below why I've reached the decision I have.

I have kept in mind that Mr A made the payments himself and the starting position is that Barclays should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. I appreciate that Mr A did not intend for his money to ultimately go to fraudsters – but he did authorise these payments to take place. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the relevant: law and regulations; regulators' rules, guidance, and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time - Barclays should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and 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 payment service providers are generally more familiar with than the average customer.
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases decline to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.

So, I've thought about whether the transactions should have highlighted to Barclays that Mr A might be at a heightened risk of financial harm due to fraud or a scam.

I do not think the values of payments one to nine were remarkable enough to have caused Barclays any concern. Nor do I consider enough of a pattern formed here to suggest Mr A might be at a heightened risk of financial harm due to fraud or a scam. I'm not persuaded Barclays reasonably ought to have been concerned about these payments.

Payment ten was of a value more significant than Mr A's normal account usage, was made in the same day as another high value payment and was going to a known cryptocurrency provider. Therefore, I'm satisfied that Barclays ought to have been concerned Mr A could be at risk of financial harm and intervened.

Thinking about what a proportionate intervention would have looked like, based on the value of the payment and the identifiable risk at the time, I'm satisfied Barclays ought to have given Mr A an automated series of questions to get a better understanding of the payment purpose. Based on the answers Mr A gave; Barclays should have then followed up with a relevant warning. Here though I don't find it would have stopped Mr A making the payments, I'll explain why.

Barclays did intervene twice and spoke to Mr A. When questioned, Mr A wasn't accurate with the true purpose of the payments. He told Barclays he was buying Bitcoin to hold in his wallet and wasn't sending it on. Mr A was certain that no one had contacted him, he had researched the cryptocurrency market and he wasn't part of any social media or messaging service groups relating to the payments – all of which we now know to be untrue. Although Mr A wasn't accurate with his responses, he still got some warnings relevant to the scam he was falling victim to.

It's worth noting that Barclays rely on its customers giving accurate responses to its questions to then tailor its warnings. Because Mr A didn't mention he was sending money for work (which he had several opportunities to do), Barclays were unable to give him detailed warnings about these types of scams, hindering its ability to protect Mr A and his money.

Mr A did take his time with some of his answers and the advisor probed further into whether Mr A was being assisted by anyone. Mr A reassured the advisor that the pauses were because he was looking through his account to find information and he was answering the questions on his own. Having looked at the conversation, he had with the scammer, there are times when he asked the scammer what to say to the bank.

Therefore, due to the reasons I have outlined above, I am not persuaded Barclays ought to have done more and due to this it couldn't have prevented Mr A's losses. Barclays asked a proportionate number of questions given the value and identifiable risk at the time and Mr A wasn't forthcoming with why he was actually making the payments. I've also not seen anything to persuade me that had it intervened again, Mr A would have been more accurate with his responses.

So, the offer of compensation of 50% of payments one to six is more than fair in the circumstances of the complaint.

Recovery

As the money went to other accounts in Mr A's name, no recovery would be possible by Barclays. If any money remained in those accounts, Mr A would be able to recover it himself.

So, in light of all of the above findings, there's no fair and reasonable basis under which I can ask Barclays to reimburse Mr A's loss.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 February 2026.

Tom Wagstaff
Ombudsman