

THE COMPLAINT

Mr S complains that Barclays Bank UK PLC (“Barclays”) will not reimburse him money he says he lost when he fell victim to a scam.

Mr S is represented in this matter. However, where appropriate, I will refer to Mr S solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr S says he has fallen victim to a cryptocurrency related investment scam. He says scammers deceived him into making payments to what he thought was a legitimate investment with Spear GPT.

I do not intend on setting out a detailed list of all the payments in question. I say this given the volume and the fact that neither party in this matter has disputed the list of transactions the investigator at first instance set out in their assessment. Instead, I will provide a summary. The transactions concerned appear to be:

- Approximately 30 in total amounting to circa £140,000
- Made between December 2022 and September 2023
- Payment transfers
- Made to a Revolut account in Mr S’s name (and thereafter to the scammers)
- Ranging from approximately £250 to £20,000 as individual payment transfers

Mr S disputed the above with Barclays. When Barclays refused to reimburse Mr S, he raised a complaint, which he also referred to our Service.

One of our investigators considered the complaint and did not uphold it on two separate occasions. As Mr S did not accept the investigator’s findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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.

Having done so, I find that the investigator at first instance was right to reach the conclusion she did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than

the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

Barclays's intervention

- On 18 September 2023, Mr S attempted to make a £7,700 payment transfer from his Barclays account to his Revolut account. This transaction flagged Barclays's systems, prompting it to intervene to try to protect Mr S from financial harm. Consequently, Mr S spoke to a Barclays agent over the telephone about the transfer:
 - When the Barclays agent asked Mr S about the purpose of his payment, he responded, *"It's two-fold. One of them is to put money aside for my mum's funeral. And the other is, home improvements. But I want it out of the way. I don't know how much my mum's funeral is going to cost. And I just thought I put it out of the way, so I've got it when I need it ... she's diagnosed with pancreatic and lung cancer, and so it's quite important that I make sure that I've got sufficient funds when the event happens."*
 - Mr S confirmed to the agent that he has had his Revolut account for years and has been receiving funds into it. Mr S also confirmed that he was *"absolutely totally comfortable"* with the payment transfer and that he did not require further time to research who he was paying.
 - The agent asked Mr S questions and provided him with warnings relevant to safe account scams.

Taking all the above points together, I find that Barclays's intervention here was proportionate in the circumstances – particularly when weighed against the payment purpose Mr S provided the agent.

Other interventions

- I would not have expected the majority of Mr S's payments to have triggered Barclays's systems. I say this given the limited aggravating features surrounding them. That is, the transactions were not significantly high in value, and they were not made to a high-risk payee, such as a cryptocurrency exchange. Instead, the transactions were made to an account in Mr S's own name.
- However, in my view, it is arguable that some of Mr S's payments ought to have triggered Barclays's systems – due to their values – prompting it to intervene. For example, Mr S's £10,000 transfer on 17 January 2023, and his £20,000 transfers. But this is a finely balanced argument. I say this because the payee (Mr S's Revolut account) would have become more established as each payment transfer was made.
- I would have expected Barclays to have carried out human interventions for one or more of the above mentioned payment transfers.
- To assist with assessing how Mr S would have likely responded to such interventions, I have taken into account how he responded to the intervention that

was carried out by Barclays on 18 September. I have also taken into account how Mr S responded to interventions from Revolut (see Mr S's linked complaint about Revolut):

- I have seen that Revolut provided Mr S with several automated warnings regarding his payments – some of which were tailored cryptocurrency warnings. Mr S chose not to heed these warnings.
- During in-app chat interventions with Revolut, Mr S did not disclose that there was third party involvement, nor the fact that the scammers had instructed him to download AnyDesk.
- Mr S was misleading when answering some of the questions set out in Revolut's payment questionnaires.

I cannot be certain about what the outcome would have been had Barclays carried out further interventions in Mr S's payment transfers. However, how Mr S responded to the interventions mentioned above, does provide some indication as to how Mr S would have likely responded if further interventions were carried out. I have not seen anything persuasive to suggest that Mr S would not have frustrated further interventions in a similar way like he did during the 18 September and Revolut interventions.

I do acknowledge Mr S's representative's point that the proceeds of several loans crediting Mr S's account ought to have appeared unusual to Mr S. However, based on the evidence before me, I take the view that Mr S was determined to get his payments over the line and was prepared to mislead the banks if necessary – even if he had been questioned about the loans. A striking feature in this case is the 'cover story' Mr S told Barclays about his mother. He either did this of his own volition, or at the behest of the scammers. Either way, Mr S was clearly under their spell. This is further supported by the submissions of Mr S's representatives. Those submissions make it clear that Mr S was very much taken in by the scam due to the online reviews of the scam company he had seen, and the professionalism of the scammers and their platforms/onboarding process. Mr S's representatives have stated, amongst other things, *"After several conversations with the scammer, your customer [Mr S] had full trust in the scammer."*

I am not satisfied that Barclays would have been able to break the spell the scammers had woven during an intervention.

Other points

- I am not persuaded this is a case where Barclays, contrary to Mr S's instructions, ought to have refused to put Mr S's payments through.
- Turning to recovery. Mr S's payment transfers were made to an account in his name. Thereafter, those funds were either moved directly to the scammers, or, if not – Mr S should be able to withdraw them from his own account. Further or alternatively, the likelihood that even if prompt action had been taken by Barclays on or immediately after the fraud was reported, any of Mr S's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between Mr S's payments and when he reported the scam. In these types of scams, fraudsters tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.

Conclusion

Taking all the above points together, I do not find that Barclays has done anything wrong in

the circumstances of this complaint. Therefore, I will not be directing Barclays to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out 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 S to accept or reject my decision before 24 December 2025.

Tony Massiah
Ombudsman