

## **The complaint**

Mr A complains that Barclays Bank UK PLC didn't do enough to protect him from the financial harm caused by an investment scam, or to help him recover the money once he'd reported the scam to it.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr A was referred by a friend to an opportunity to invest with Company J. He checked J's website and saw that it featured an 'about us' section, FAQs, a 24/7 live chat option, and details of the company directors. He didn't see any negative information online and felt confident the opportunity was genuine, so he completed an online enquiry form and received a call from someone who explained that he'd be assisted to invest in cryptocurrency, forex, stocks and shares, and commodities.

Mr A was told to open an account with J and to download AnyDesk remote access software. The scammer told Mr A that they'd opened an overseas account in his name, and they accessed his device to make transfers to the account. On 4 June 2020, the scammer transferred £40,000 from Barclays to Mr A's account with "W", before processing six faster payments from W to two accounts totalling £86,955.40.

Over time, the balance in Mr A's account appeared to grow to £250,000, but he realised he'd been scammed when he was unable to withdraw any funds. He complained to Barclays, but it refused to refund the money he'd lost and so he complained to this service with the assistance of a representative.

Our investigator felt the complaint should be upheld and recommended that Barclays should refund the payment, less 66%, to reflect the fact Bank B and W were responsible for this element of the loss, and Mr A shared some responsibility too.

Both parties agreed with the outcome, but I reviewed the complaint in conjunction with the linked complaint against W which was passed to me to consider.

## **My provisional findings**

I issued a provisional decision on 6 November 2025 in which I stated as follows:

I'm satisfied Mr A 'authorised' the payments for the purposes of the of the Payment Services Regulations 2017 ('the Regulations'), in force at the time. So, although he didn't intend the money to go to scammers, under the Regulations, and under the terms and conditions of his bank account, Mr A is presumed liable for the loss in the first instance.

There's no dispute that this was a scam, but although Mr A didn't intend his money to go to scammers, he did authorise the disputed payments. Barclays is expected to process payments and withdrawals that a customer authorises it to make, but where the customer

has been the victim of a scam, it may sometimes be fair and reasonable for the bank to reimburse them even though they authorised the payment.

### *Prevention*

I need to consider whether Barclays ought to have intervened to warn Mr A when he tried to make the payment. If there are unusual or suspicious payments on an account, I'd expect it to intervene with a view to protecting Mr A from financial harm due to fraud. Here, Mr A was sending funds to an account in his own name and so there was nothing suspicious about the payee. But this was a very large payment, and Barclays should have intervened to ask probing questions about the circumstances of the transaction.

Had it done so, I haven't seen any evidence of coaching, and so I think Mr A would have explained that he was being assisted to invest by a broker who worked for J and that he'd downloaded AnyDesk. I would then expect Barclays to have given a tailored warning about investment scams including advice on additional due diligence.

I haven't seen any evidence that Mr A was asked, or agreed, to disregard any warning provided by Barclays. I've also seen no indication that he expressed mistrust of Barclays or financial firms in general. Neither have I seen a closeness of relationship with the scammer that Barclays would have found difficult to counter through a warning, so I think a warning would have resonated with him and he'd have followed advice to do some checks and discovered that he was being scammed.

Because I think Barclays missed an opportunity to intervene and that this represented a missed opportunity to prevent Mr A's loss, I agree with our investigator that it should refund the payment.

### *Contributory negligence*

I've considered the circumstances of the investment and while I accept the fact Mr A was referred to the investment by a friend would have made it seem legitimate, I think he ought reasonably to have done some basic checks before sending such large amounts of money to the investment in circumstances where he had no paperwork, the expected returns were significant, and was allowing a third-party to access his device remotely to make the transfers. Had he done this, it's likely he'd have seen the FCA warning (which pre-dated the first payment) and realised J was operating a scam. Because of this I think the settlement should be reduced for contributory negligence.

### *Apportionment*

While I know this will be disappointing for Mr A, I'm minded to reach a slightly different conclusion about what is fair in these circumstances in respect of the apportionment of the £40,000 which was transferred from Barclays to W and then on to the scam.

I've looked at the mistakes made by Barclays and W, and I've found them to be very similar in nature – both banks should have recognised that Mr A was at risk of financial harm from fraud and prevented this element of his loss. Where two businesses have made the same or similar mistakes, I don't think their combined mistakes mean that they are more at fault than they would be if only one of them had made that mistake.

So, I think Mr A should bear equal responsibility for what happened and that means Barclays and W should pay 25% each of the element of the loss that involves both banks, which is £40,000.

## *Recovery*

I don't think there was a realistic prospect of a successful recovery because by the time Mr A reported the scam, the funds would have been removed from the recipient account.

## *Compensation*

The main cause for the upset was the scammer who persuaded Mr A to part with his funds. I haven't found any errors or delays to Barclays' investigation, so I don't think he is entitled to any compensation.

## **Developments**

Both parties have indicated that they accept my provisional findings.

## **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.

As neither party has disputed my provisional findings, the findings in my final decision will be the same as the findings in my provisional decision.

## **My final decision**

My final decision is that Barclays Bank UK PLC should:

- Refund 25% of £40,000.
- pay 8% simple interest\*, per year, from the respective dates of loss to the date of settlement.

\*If Barclays Bank UK PLC deducts tax in relation to the interest element of this award it should provide Mr A with the appropriate tax deduction certificate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 22 December 2025.

Carolyn Bonnell  
**Ombudsman**