

The complaint

Ms M complains that Barclays Bank UK PLC ('Barclays') won't refund her the money she lost after she fell victim to a romance scam.

What happened

The background to this complaint is well known to both parties and has been laid out in detail by our Investigator in their view, so I won't repeat it all in detail here. But in summary, I understand it to be as follows.

In or around July 2024, Ms M met and communicated with someone online. As a result, she believed a genuine relationship had formed. Sadly, it wasn't genuine and she had been deceived by fraudsters. As a result, Ms M made a number of card payments over four months to a variety of merchants. Ms M believed she was helping her supposed partner get to the UK and that she was helping him pay for flights, travel, food and accommodation.

Between 28 September 2024 and 18 February 2025, Ms M made 82 card payments totalling £10,436.87. The card payments went to two retail merchants that provide gift cards and pre-paid cards, and to two cryptocurrency exchange platforms. There was also a payment that went to a trading platform. Ms M was to the understanding that her 'partner's' bank account had been frozen and this was the only way he could access money.

Ms M discovered it was a scam on the 18 February 2025 when the supposed partner sent her a picture of him purporting to be at an airport, supposedly travelling to the UK. Due to the time difference, it should have been nighttime, but the photo showed daylight. Ms M's daughter then carried out a reverse image search on the photo which showed it was a photo that had been uploaded onto the internet three years previously. Ms M reported the matter to Barclays, who declined reimbursing her.

Unhappy with Barclays' response, Ms M brought her complaint to this service. One of our Investigators looked into things but didn't think the complaint should be upheld. In summary, she didn't think Barclays missed an opportunity to identify that the payments were being made in relation to a scam or that Ms M was potentially at risk of financial harm from fraud. She also didn't think there was anything Barclays could have done to recover the funds such as a 'chargeback' as the payments went to genuine merchants who had carried out the services required.

Ms M didn't agree with our Investigator's view. As agreement couldn't be reached, the complaint has been passed to me for 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 very 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 which is whether Barclays could have prevented Ms M's loss or recovered her funds. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. 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.

Having thought very carefully about Barclays' actions, I'm not upholding Ms M's complaint. I do appreciate how disappointing this will be for her. Ms M was a victim of a cruel scam and thought she was in a genuine relationship. But in weighing everything up, I don't think I can fairly say Barclays should reimburse her. I'll explain why.

The relevant law and regulations in place at the time

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the customer's account.

It is agreed by all parties that Ms M made the payments. So, it is the case that Ms M authorised the payments that are in dispute. And under the Payment Service Regulations 2017 (which are the relevant regulations in place here) that means Ms M is responsible for them. And that remains the case even though Ms M was the unfortunate victim of a scam.

There are some additional schemes that provide reimbursement to victims of scams, such as the 'Contingent Reimbursement Model ('CRM Code') which was in force up until 7 October 2024 and the Faster Payment Scheme – Reimbursement Rules ('Reimbursement Rules') which came into effect on 7 October 2024. However, both the CRM Code and the Reimbursement Rules put a requirement on firms to reimburse Authorised Push Payment ('APP') scam payments made via the Faster Payments Scheme or via CHAPS. As card payments, which are *pull* payments, aren't one of the transaction types covered by either the CRM Code or Reimbursement Rules, it means they aren't an applicable consideration in this case.

Despite the CRM Code and Reimbursement Rules not applying to the payments Ms M made, there are times when I might expect a bank to question a transaction or payment, even though it may have been properly authorised. Broadly speaking, firms (like Barclays) should fairly and reasonably have been on the lookout for the possibility of fraud in order to protect its customers from the possible risk of financial harm as a result of fraud and scams.

With this in mind, I've considered whether the payments Ms M made were ones Barclays should have had particular concern about. In doing so, I'm mindful that payment service providers, such as Barclays, process a high volume of transfers and transactions each day. And a balance has to be struck as to when it should possibly intervene on a payment against not holding up or delaying its customer's requests.

And when considering this, I also have to take into account whether the payments Ms M made were out of character or unusual when compared to how her account was normally used.

From reviewing Ms M's statements, she had a history of making a large number of card payments to merchants on one day, ranging from 10 to 20 (and sometimes more) payments typically of £50. So, it wasn't uncommon for Ms M to make a large number of card payments in quick succession. And given the considerable frequency that Ms M uses the account in this way, it also means that it does become the normal activity in terms of how the account is operated.

Ms M did make a large number of payments to the fraudsters – Ms M has listed 82 payments, but the amounts of the payments were typically low in value. I note around half, of the total payments made, were between £5 and £60. Whilst there were some higher amounts also, there wasn't such a pattern to those payments in terms of frequency which meant that Ms M didn't make a series of payments in a day whereby the value and frequency might have given Barclays cause for concern. I am also mindful the card payments were made over a period of four months. And during that time, Ms M continued to use her account in the way she had historically operated it, making large numbers of card payments to other merchants.

In regard to the frequency of payments, the highest number of payments Ms M made in one day as part of the scam, was six payments. But the card payments went to three different merchants and the total was £745.53. And I am mindful that it wasn't uncommon for Ms M to make a far greater number of card payments in a given day. So, I can't see that making multiple payments in one day as part of the scam was an unusual activity for the account.

In regard to the highest amount Ms M paid in a single payment as part of the scam, it was for £790.38 on 16 November 2024. I don't think the amount in and of itself would have given Barclays any cause for concern. And I note Ms M then didn't make another payment as part of the scam for four days, making a £409.06 payment on 20 November 2024, followed by £50.61 on 22 November 2024.

And taking into account the highest amount Ms M paid as a result of multiple payments in one day, it was on 9 October 2024, whereby she made two payments to a merchant that totalled £835.70.

So, I can't fairly say that the amounts in and of themselves nor the frequency or pattern would have necessarily stood out to Barclays as an indication that Ms M might have been at risk from financial harm, especially when considering how Ms M operated her account previously. I don't think the payments that she was sadly making as a result of the scam would have stood out as out of character and not to an extent whereby I think Barclays would have needed to carry out additional checks or provide human intervention.

While some of the payments were identifiably going to cryptocurrency exchanges, that in and of itself doesn't automatically mean that Ms M was potentially falling victim to a scam. They are genuine cryptocurrency exchange/wallet providers. And while cryptocurrency scams are prevalent, not all payments to cryptocurrency exchange providers are as a result of a scam.

Ms M first made a payment to a cryptocurrency exchange provider on 28 October 2024, so around a month after she started making the card payments as a result of the scam. When looking at the payment frequency and amounts I don't find there is a potential pattern that might have indicated to Barclays she was likely falling victim to a scam. The common cryptocurrency scams are investment scams and job task scams. And they typically see victims paying increasing amounts to obtain/withdraw their supposed profits or income returns.

The pattern of Ms M's payments means they were considerably low in value – given what the fraudster was asking her for, be it food or accommodation etc... and while there are some higher payments, the frequency doesn't increase nor does the value, as highlighted by the example I referenced above of the payment made on 16 November 2024. Given the amounts and frequency of the payments, I don't find it unreasonable that Barclays didn't flag the payments for any additional checks.

I note as part of the scam, there was a cheque deposited which didn't clear and went unpaid. Ms M argues that Barclays should have contacted her to discuss the fraudulent cheque, and had it done, then the scam would have come to light. I appreciate Ms M's sentiments here, but a cheque can be returned as unpaid for a variety of reasons such as the debiting account not having sufficient funds for the transaction. I don't think a cheque not clearing meant Barclays ought to have called Ms M. So, I don't think there was a failing by Barclays here.

I'm mindful that Ms M has said she was vulnerable at the time the payments were made. I note that Ms M had said she had informed Barclays about her anxiety and depression when she was worried when Barclays systems went down previously and customers were unable to make payments or see a correct balance. It doesn't seem that this was formally added to her profile on Barclays' systems, but it doesn't appear that Ms M wanted any additional protections in place in regard to making payments, limiting any account activity or implementing a spend cap for example. So, I don't think Barclays' failing here meant it could have prevented the loss or prevented Ms M from making the payments.

Overall, and all things considered; I don't think it was unreasonable that the payments didn't flag as suspicious – and I can't say Barclays acted unfairly by not carrying out any additional checks. So, I'm not satisfied Barclays could reasonably have prevented her loss.

Recovery of the funds

I have also considered whether Barclays did all it could to try and recover the monies Ms M sadly lost. When Ms M reported the matter on the 18 February 2025, shortly after making the card payment of £600, that payment was pending and Ms M wanted it stopped. Barclays did advise that it couldn't be stopped which is correct. The payment had already been authorised and executed and only the merchant could decline it. And sadly, due to the nature of this type of scam, with Ms M making card payments to genuine merchants and cryptocurrency merchants (who carried out the services albeit with the fraudsters receiving the benefit) it unfortunately meant there wasn't anything further Barclays could do to help Ms M recover her funds such as through a 'chargeback', as there was no prospect of success. This is because the 'chargeback' would be against the merchants – and here the merchants had legitimately carried out the services. So, the merchant would have reasonably defended any chargeback raised against it.

Distress and Inconvenience

I have also listened to the calls Ms M had when reporting the scam initially and the follow up calls. I do think Barclays could have been better when Ms M initially reported the scam and it could have explained things in a clearer way also. While Ms M does allude to payments to one of the cryptocurrency providers as being the scam payments, Barclays should have explored and ensured all payments were captured. However, I am not minded to award compensation, as ultimately Barclays stance was to hold Ms M liable for all card payments that had been authorised by her. So had all the payments been captured from the outset as it should, Barclays' outcome would have still been the same – that it didn't consider it was liable.

I am also mindful that Barclays did take steps to protect Ms M's account, quickly deleting a mobile device from its systems that the fraudster was using that had access to Ms M's banking app.

Overall, I do appreciate the impact this matter has had on Ms M, and the steps then required to raise the matter and the steps that then naturally followed given the potential compromised account leading to some blocks and the re-issuing of a new debit card and PIN. But those steps were necessary to ensure that Ms M's account wasn't further compromised. And I also mustn't lose sight of the fact that the main perpetrator, and cause of the distress, are the fraudsters.

Summary

I don't intend any comments or findings I've made in this decision to downplay or diminish the impact this scam has had on Ms M. I have a great deal of sympathy for Ms M being the victim of what was clearly a cruel and vicious scam that has had a significant impact on her. But I can only compel Barclays to refund Ms M if I find it is responsible for the loss incurred. For the reasons explained, having carefully considered the circumstances of this complaint, I can see no basis on which I can fairly say that Barclays should be held liable for the loss Ms M has sadly suffered.

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 Ms M to accept or reject my decision before 27 February 2026.

Matthew Horner
Ombudsman