

The complaint

Miss P complains that Barclays Bank UK PLC, is refusing to refund all the money she lost as the result of a scam.

What happened

The background of this complaint is well known to both parties, so I won't repeat what happened in detail.

In summary, Miss P says she found an investment opportunity and looked into the business before investing, including checking Companies House and Trustpilot.

Having satisfied herself that the business was legitimate, I understand Miss P then contacted the business. Having spoken to a person at the business Miss P invested a small amount of money. The investment returns were impressive and Miss P was able to withdraw some of her money. Miss P says she was then persuaded to invest more.

Miss P could see she had made a substantial profit from the investment and attempted to make a withdrawal. But the scammer then said Miss P would first need to make a further payment before she could withdraw her money. At this stage Miss P realised she had fallen victim to a scam. Miss P made the following payments from her Barclays account:

Date	Time	Payee	method	amount
4 Nov 2024	15.00	www.safarway.com	card payment	£4,999
4 Nov 2024	15.06	www.safarway.com	card payment	£5,001
21 Nov 2024	13.52	www.safarway.com	card payment	£5,002
21 Nov 2024	14.50	www.safarway.com	card payment	£4,998
21 Nov 2024	15.53	www.safarway.com	card payment	£5,005
27 Feb 2025	refund from Barclays			£12,502.50
			net loss	£12,502.50

Barclays refunded £12,502.50 to Miss P, this represented 50% of the total amount Miss P had paid to the scammers, from her Barclays account. It accepted that it should have intervened before processing the payments and that it had missed an opportunity to identify that Miss P was being scammed. However, it said it thought Miss P was partly responsible for the loss of her money as it didn't think she had done enough to establish that she was dealing with a legitimate investment business. Miss P did not accept Barclays response and referred her complaint to this service.

Our investigator said they didn't think Barclays needed to do more than it had already done to resolve Miss P's complaint.

Miss P did not accept our investigator's view. She said she felt Barclays was at fault as it should have intervened. Had it done so, Miss P said she would not have lost her money to the scammers. She also noted that another bank had made a full refund of the money she had sent to the scammer from the account she held with it. In view of this she said she felt Barclays should also refund all the money she had sent to the scammers from her Barclays account.

I asked Miss P to provide this service with all the WhatsApp messages and emails she had with the scammers. Unfortunately, Miss P wasn't able to provide any messages from before 11 November 2024, so it wasn't possible to see how the scam unfolded.

I issued my provisional decision on Miss P's complaint on 4 December 2025. In it I set out that I had reached the same view as our investigator, but for different reasons. I explained my provisional decision as follows:

It is not in dispute that Miss P has fallen victim to a cruel scam. What is in dispute is whether Barclays should refund more, or all, of the money Miss P lost to this scam.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules; guidance and standards; codes of practice; and where appropriate, what I consider to have been good industry practice 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 Payment Services Regulations (PSRs) and the terms and conditions of the customer's account. And I have taken that into account when deciding what's fair and reasonable in this case.

However, taking into account the law, regulator's rules and guidance, relevant codes of practice and what I consider having been good industry practice at the time, I consider 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 banks are generally more familiar with than the average customer.*

In some circumstances, irrespective of the payment channel used, have taken additional steps, or made 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.

In this case, I need to decide whether Barclays acted fairly and reasonably in its dealings with Miss P when she authorised payments from her account, or whether it could and should have done more before processing the payments.

I wouldn't have expected the first payment Miss P made on 4 November 2024 at 15.00 of £4,999 to trigger Barclays's fraud prevention system prompting it to intervene. I say this because this was the first payment Miss P had made to this merchant and it had no reason to think a one-off payment Miss P had authorised was fraudulent.

However, Miss P then made a second payment on 4 November 2024 of £5,001 only a few minutes after the first payment. I think this should have caused Barclays concern and it should have contacted Miss P about the payment before it processed it. I say this because payments made in quick succession, particularly for large or increasing amounts to the same payee or merchant, can be the hallmark of a scam.

Barclays accepts that it should have intervened and that, had it done so, it may have been able to uncover the scam.

Likewise, when Miss P made a further three payments to the same merchant in rapid succession on 21 November 2024, totalling £15,005, I think Barclays ought reasonably to have intervened before processing the payments. Barclays accepts that it should have done so.

Having very carefully considered this complaint, I think the redress Barclays has already paid to Miss P of £12,502.50, (50% of the total payments she made to the scammers) is fair in the circumstances of this complaint. In reaching a provisional decision on this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint.

To be clear, I don't wish to blame Miss P for being the victim of a scam. But in assessing whether Barclays has acted fairly, I must also consider whether Miss P took less care to protect herself than I would reasonably expect. I can see how Miss P was taken in by the scammer. The scammer posed as an investment adviser and I understand Miss P was shown what she felt was a credible-looking fake investment platform where she could see her supposed investments' performances.

However, in the absence of anything to show how this scam developed it is difficult for me to determine whether Miss P acted with the caution I would expect a reasonable person to take, before making the payments totalling £10,000 on 4 November 2024. As Miss P has explained, this was a significant portion of her savings and this money was earmarked for a specific purpose, so it was important that she did not lose her money.

It is very unfortunate that Miss P has not been able to provide this service with any messages or emails she had with the scammers before 11 November 2024. Without this information I cannot safely find that Miss P did act with reasonable caution, particularly given her personal circumstances. If Miss P is able to find the messages she had with the scammers from the start of the scam I will, of course, consider this information and re-consider this provisional decision.

I am also mindful that in the WhatsApp messages Miss P has been able to provide to this service it appears she had misgivings about sending more money to the business.

In particular, on 13 November 2024 Miss P queried why the 'withdrawal' she had made from her investment appeared as a 'refund', on her account with another bank. I note Miss P did not receive an explanation from the scammer in response to her query. Later that afternoon Miss P asked the scammer 'I shouldn't be worried no?' but again didn't receive any explanation from the scammer.

On 19 November 2024, Miss P queried how the scammers were paid.

[19/11/2024, 15:10:11] [scammer]: We will close the trades in different time every day, depends on the market. I make 10% from the profits.

[19/11/2024, 15:13:27] [Miss P]: But it went down a lot from two hours ago then closed. Just wondering

[19/11/2024, 15:13:39] [Miss P]: Everyone is in the same markets?

[19/11/2024, 15:14:04] [Miss P]: So how do you get the 10%

[19/11/2024, 15:14:38] [Miss P]: You deleted this message.

[20/11/2024, 09:12:01] [scammer]: Sorry for the delay, very busy days for me. We got a meeting booked for tomorrow at 1pm we will go through all your questions.

In view of this I think Miss P had misgivings about how the scammers were paid and I think she ought reasonably to have pursued an answer, before sending more money to the scammers. As Miss P rightly identified in her message, the explanation she received didn't make sense.

I do appreciate that Miss P has been the victim of a cruel scam but as Barclays has already refunded 50% of all the money Miss P lost to this scam I don't think I can reasonably require it to do more in the circumstances of this complaint. As I set out above, I will re-consider this provisional decision if Miss P is able to provide the emails and messages she had with the scammers from the start of the scam.

Recovery of funds

As Miss P made the payments to the scammers by debit card the only mechanism through which her funds could be recovered is a chargeback. Unfortunately, there isn't a valid chargeback category that Barclays could have used for the payments Miss P made as she authorised the payments. The chargeback category that applies to fraudulent payments is only for payments that weren't authorised by the customer, which isn't the case here.

Miss P did not accept my provisional decision. In summary she said the records she had provided showed she had questioned the scammer, but she had been a victim of '...coercive behaviour and fooled by his lies and promises to trust him and that he had my back...'. Miss P also reiterated that the website the scammers used was very professional. In addition, she also said she remained concerned that Barclays hadn't queried the payments and noted that it now appeared to be raising concerns about much lower value payments.

Miss P said she was unable to recover the WhatsApp messages she had with the scammer from before 11 November 2024, but was able to provide this service with email correspondence she had with the scammer from 23 September 2024.

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.

Having done so, I am not minded to change my provisional decision. I'll explain why.

It is not in dispute that Barclays should have contacted Miss P when she made a second payment to the same merchant on 4 November 2024 of £5,001 only a few minutes after the first payment. Barclays accepts that it should have intervened and that, had it done so, it

may have been able to uncover the scam. Payments made in quick succession, particularly for large or increasing amounts to the same payee or merchant, can be the hallmark of a scam as was the case here.

What is in dispute is whether Barclays acted fairly when it refunded 50% of the total amount Miss P paid to the scammers. Miss P says she thinks Barclays should refund the full amount she lost to this scam.

In my provisional decision I explained that in the absence of anything to show how this scam developed it was difficult for me to determine whether Miss P acted with the caution I would expect a reasonable person to take, before making the payments totalling £10,000 on 4 November 2024. I noted Miss P had explained, this money was a significant portion of her savings and it had been earmarked for a specific purpose, so it was important that she did not lose her money.

In her response to my provisional decision Miss P said she wasn't able to recover the WhatsApp messages she had with the scammer from before 11 November 2024, but was able to provide this service with email correspondence she had with the scammer from 23 September 2024.

I have carefully considered the additional evidence Miss P has provided. Having done so, I can't safely find that Miss P did act with the caution I would expect a reasonable person to take. In particular, in the email dated 24 September 2024, to the scammer Miss P said:

I don't want to do this anymore it is a risk for me. Can I take my money back out? There are too many scams around too. So I am afraid of losing it.

I think this shows that even at the outset, Miss P was concerned about the possibility that she might be falling victim to a scam.

Miss P then raised a number of queries with the scammer about the information on the scammers website and whether she had lost money. On 29 October 2024, Miss P sent the scammer a screenshot of her account and said:

So there is now 52pm in there? So this is a total con?

On 7 November 2024, after Miss P had paid a total of £10,000 on 4 November 2024 to the scammers, Miss P again queried the information displayed on the scammers website. She said:

It says £10000 went to 'travel' nothing about the £50 I withdrew so please can you explain this?

Miss P has explained that she spoke to the scammer regularly and was reassured that everything was in order and she didn't need to be concerned.

Based on the additional evidence Miss P has provided I think it is clear that she had serious misgivings about the legitimacy of the scammers website and had a genuine concern that she was at risk of being scammed. It is very unfortunate that Miss P did not act on her concern.

In view of this, and taking into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint I remain of the view that the redress Barclays has already paid to Miss P is fair and I don't think it needs to do more to resolve matters.

As I set out in my provisional decision, I don't wish to blame Miss P for being the victim of a scam. But in assessing whether Barclays has acted fairly, I must also consider whether Miss P took less care to protect herself than I would reasonably expect. I can see how Miss P was taken in by the scammer. The scammer posed as an investment adviser and Miss P was able to access a fake investment platform where she could see her supposed investments' performance

However, I cannot safely find that Miss P acted with the caution I would expect a reasonable person to take, before making two payments totalling £10,000 on 4 November 2024 and then a further three payments totalling £15,005 on 21 November 2024. In reaching this view I am mindful that Miss P had concerns about the scammers website and whether she was being scammed as early as 24 September 2024.

final decision

My decision is that, for the reasons I have set out above I don't think Barclays Bank UK PLC needs to do more than it has already done to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 18 February 2026.

Suzannah Stuart
Ombudsman