

The complaint

Mr G is unhappy Barclays Bank UK PLC won't reimburse him for the money he lost when he fell victim to a scam.

Mr G is represented in this complaint by a solicitor, but for simplicity I will largely refer to Mr G throughout this decision, even when referencing what his representatives have said on his behalf.

What happened

In July 2024, Mr G made contact with someone on social media who he believed to be a well-known sportsman. This person then introduced Mr G to other individuals who Mr G spoke with via various messaging services. Mr G was encouraged to make payments for various fees relating to a package he was expecting to receive, and was then encouraged to get involved in an investment. There were a couple of initial payments to PayPal, and then, over a period of several months Mr G made a series of payments from his accounts at another bank (Bank H) and from his Barclays account to various cryptocurrency accounts he held, from where the funds were then sent on to third parties. Unfortunately, and unknown to Mr G, none of the people he was communicating with were legitimate, and there was no real investment, he was dealing with scammers.

Mr G says he tried to withdraw his profits but was unable to, and when the scammers stopped corresponding with him, he realised he had been the victim of a scam and raised his concerns with the banks involved.

Barclays has said it asked for more information about what had happened from Mr G, but did not receive it and so was unable to issue a full response to his claim.

Mr G referred this complaint to our service. He has also referred a complaint to our service about Bank H, which had declined his claim for a refund of his losses from that account.

One of our Investigators looked into what had happened, and they felt that Barclays would not have been able to protect Mr G from this scam. So, they did not consider that Barclays needed to refund any of Mr G's loss.

Mr G was unhappy with the Investigator's findings, he feels Barclays should have intervened in the payments he made, and that it could have stopped the scam if it had done so.

As no agreement could be reached, this case has been passed to me for a 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.

Having done so I've reached the same conclusion as our Investigator, and for the same reasons.

I'm satisfied Mr G authorised the payments that are in dispute, so as per the Payment Service Regulations 2017 (which are the relevant regulations in place here) that means Mr G is responsible for them. That remains the case even though Mr G was the unfortunate victim of a scam.

Because of this, Mr G is not automatically entitled to a refund. But even with this in mind, the regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams.

Taking the above into consideration, I need to decide whether Barclays acted fairly and reasonably in its dealings with Mr G, or whether it should have done more than it did.

I'm satisfied that Barclays should have intervened in the payments Mr G was making, at least by the time of the payments on 22 August 2024. I say this because by this time Mr G had made a series of payments that were higher than his usual spending and which were identifiably going to accounts associated with cryptocurrency. And Barclays would have been aware of the risk that such payments could represent.

Given the size and destination of the payments I think it would have been reasonable for Barclays to contact Mr G directly at that time to ask him some questions about what the payments were for. But the evidence I have seen suggests that Barclays did not intervene in any of the payments Mr G made to this scam. However, just because Barclays hasn't evidence that it intervened appropriately, when it arguably should have, that does not mean that Mr G is automatically entitled to a refund of the scam payments. I need to also consider what is likely to have happened if Barclays *had* intervened appropriately.

Obviously, we cannot say with 100% certainty what would have happened had Barclays appropriately questioned Mr G on 22 August 2024 (or at any other time during the scam). But I can consider what I think is *most likely* to have happened, based on the evidence that we have. And having done so, I think it is more likely that, had Barclays intervened appropriately, it would not have been able to prevent Mr G's loss.

I say this because, having looked over the correspondence between Mr G and the scammers, and considering the interactions that Mr G had with Bank H, it seems clear that Mr G was very deeply under the scammers spell. Prior to the point when I think Barclays should have intervened, Bank H had already told Mr G that it believed he was the victim of a scam, and had even gone as far as invoking the banking protocol and involving the police. Bank H and Mr G have also confirmed that he had been made to watch videos about scams to ensure he understood the risks. And Bank H ultimately refused to process any further payments to cryptocurrency for Mr G. But instead of stopping what he was doing at that time and taking steps to verify whether the people he was dealing with were legitimate, it appears that Mr G instead simply began to make payments to the scam from his Barclays account instead.

And the records of Mr G's conversations with the scammers do seem to show that he was willing to trust them even when the evidence before him suggested that something untoward was going on or when others had expressed concerns about what he was doing.

With all this in mind, I think it is reasonable to conclude that, had Barclays intervened appropriately, it is more likely than not that Mr G would still have continued to make payments to the scam. And if he couldn't use his Barclays account to make payments to

cryptocurrency directly, the evidence suggests that he would simply have moved to using a different account to circumvent any warnings and interventions, as he did when Bank H intervened. I think it is difficult to say that intervention from Barclays would reasonably have prevented him from continuing with the payments he wanted to make. So, I don't think Barclays could have reasonably prevented Mr G's loss.

I also don't think that Barclays could have done anything more to recover these funds once Mr G reported the scam, as the funds appear to have largely been sent to cryptocurrency accounts in his own name and then moved on.

I don't doubt that Mr G has been the victim of a cruel scam here, and I know that he has lost a very significant amount of money. But in all the circumstances of this complaint I don't think I can reasonably say that Barclays should be responsible for Mr G's financial loss, so I won't be telling it to refund the disputed payments to Mr G's account.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 April 2026.

Sophie Mitchell
Ombudsman