

## **The complaint**

Mr S has complained that Barclays Bank UK PLC won't refund money he lost to a scam.

## **What happened**

The details of the complaint are well known to both parties, so I will not repeat them again here. Instead, I will focus on giving the reasons for my 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 agree with the investigator's findings for broadly the same reasons, I will explain why.

Banks have various and long-standing obligations to be alert to fraud and scams and to act in their customers' best interests. These are predicated on there having been a fraud or scam. So, a first consideration in determining obligations here would normally be:

- Was Mr S scammed as he alleged and to establish the loss he suffered.

And while I don't dispute Mr S' version of events, our service has asked Mr S' representative on several occasions to provide further evidence. I want to highlight at this stage I haven't overlooked Mr S' difficult circumstances, or the challenges he may face obtaining certain evidence.

However, given the circumstances of this complaint and how the scam evolved, and some of the evidence Mr S has been able to recover, I don't think it is unreasonable to conclude that Mr S would be able to provide some evidence of the loss as a result of a scam, such as his crypto currency statements showing the funds being transferred to a third-party's account and those account details being provided to Mr S via the scammer. Or evidence the funds were lost to the alleged scammer, scam conversations demonstrating the scammer provided Mr S with the wallet address of where to send the funds to, and discussions surrounding the alleged 'job' scam.

As such, I haven't seen anything to specifically show that the transactions in questions were carried out in relation to a scam. I've considered Mr S' testimony and while I can only be satisfied that he made the transactions on his account, I can't be satisfied that the ultimate beneficiary of the funds was to the scammer. This is crucial in this complaint when considering Mr S' inconsistent testimony surrounding the first four payments and his previous investment history. I appreciate Mr S has now outlined the first four payments were actually him investing independently. And while I am empathetic to the fact that Mr S' circumstances have meant that he may not have been clear at the time which payments were part of the scam, it's crucial for me to see the payments which he says are part of the scam are linked to the scam evidence and the loss he ensued.

As I have explained above, even if I were to be satisfied the payments Mr S made were in relation to the scam, I'm unable to establish the actual loss he claims to have suffered from Barclays. Nor can I be satisfied that Mr S didn't benefit from some of the transactions. And therefore, I can't reasonably direct Barclays to refund Mr S the disputed transactions.

However, as Mr S' representative feels its disproportionately prejudice to conclude that we can't hold Barclays responsible in absence of the evidence requested (which I disagree with for the reasons I have outlined above) I have considered the events which took place. I am aware that Barclays accept that some of the payments were out of character for Mr S' usually account activity for the prior six months. Barclays intervened on 2 August 2025 for the payment of £1,922 and contacted Mr S by phone. Mr S said he was investing in Cryptocurrency and sending his money to his own account. He confirmed that he had a Cryptocurrency account for a couple of years and had been funding it from different account. He confirmed he wasn't operating with a broker, and the advisor went on to explain if he was it was likely to scammer. The advisor explained the difficulty with getting his funds back if it was a scam and why cryptocurrency is attractive to scammers and the fact even in absence of a scam cryptocurrency is extremely volatile.

While I accept that Mr S during the call did discuss 'loosing' some money previously, he indicated this was due to making a loss opposed to being scammed and confirmed that the payment in question had no relation to a social media messaging group or broker. This is also inline with other interventions completed by third party institutions where Mr S answered similarly to how he answered Barclays questions. Mr S has told our service that this was a job scam and was apart of the social media messaging group. As such, it is evidence that Mr S didn't answer Barclays questions (and third-party institutions) questions accurately. As such, denying it an opportunity to identify the risk Mr S faced and take appropriate steps to prevent Mr S' losses.

So even if it could establish that the payments Mr S made were in relation to the scam he alleges and that he lost money to the scam, I am satisfied Barclays intervention was proportionate to the risk the payments presented and Mr S' answers would have provided Barclays with the reassurances it needed to permit the payments. As such, I won't be asking Barclays to do anything further.

### **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 Mr S to accept or reject my decision before 22 May 2026.

Jade Rowe  
**Ombudsman**