

The complaint

Mr S complains Barclays Bank UK PLC won't reimburse money he lost when he fell victim to a romance scam.

What happened

As all parties are aware of the full complaint details, and they are not in dispute, I will only include a summary here. Mr S, on or around 20 June 2016, met an individual (the scammer) through a well-known website and then started messaging her via a well-known messaging app. Mr S developed feelings for the scammer and believed they were in a relationship. The scammer then introduced him to a money remittance service to send her funds internationally. However, each time the scammer said she would be travelling to the UK an issue occurred. Mr S subsequently realised he had been scammed.

As Barclays did not uphold Mr S's complaint he referred the complaint to us. Our Investigator looked into things but didn't recommend the complaint be upheld. She wasn't persuaded, on balance, that there was sufficient evidence to show that the alleged losses were linked with a scam. Additionally, she found that even if there was sufficient evidence of a scam the payments were not of a value, or frequency, that would have been seen as suspicious. Mr S disagreed and requested a final decision. The complaint has now been assigned to me to do so.

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 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 focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. 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.

I've thought carefully about whether Barclays treated Mr S fairly and reasonably in its dealings with him, when he made the payment and when he reported the scam, or whether it should have done more than it did. Having done so, I've decided to not uphold Mr S's complaint. I know this will come as a disappointment to him and so I will explain below why I've reached the decision I have.

I agree with the Investigator's conclusions for the following reasons:

- I have kept in mind that Mr S made the payments himself and the starting position is that Barclays should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. I appreciate that Mr S did not intend for his money to ultimately go to the alleged scammer – but he did authorise the payment to take place. However, there

are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

- I've considered the evidence available, but I can't fairly conclude that Mr S has lost the disputed funds as the result of a scam. I've noted the substantial amount of money Mr S did send via a money remittance service, but that does not automatically mean he has been the victim of a scam. There will be many situations where someone uses such a service to send funds over a prolonged period completely legitimately.
- I appreciate that Mr S no longer has access to the messages with the scammer as he has different mobile phone now and was unable to recover them. However, I would expect to see sufficient tangible evidence reflecting the allegations being made to reach a fair outcome. Without such evidence I cannot fairly say a scam has occurred.
- For completeness, even if I was persuaded this was a scam, I would not have expected Barclays to have intervened. Although Mr S says he transferred a substantial amount of money collectively, it was done so in small increments over circa seven years. In isolation of any wider red flags, I do not think Mr S's payments were of a value or frequency which ought to have been of concern to Barclays.
- Although I've noted that Mr S has had other payments stopped by Barclays, this does not mean all payments should be. Or, that a failing occurred by it not stopping his payments to the money remittance provider. Many factors can impact why a payment *may* be seen as suspicious, for example funds being deposited and then being transferred within a short period of time.
- I've noted Mr S has referenced decisions that he believes are close to his circumstances. However, we consider each case on its own individual merits and although he believes the circumstances of other decisions seem to be similar, there are key differences.
- I'm similarly not persuaded there were any prospects of Barclays successfully recovering Mr S's funds. The only option available with debit card payments is a chargeback against the money remittance service, not the scammer, as that is where he paid his funds. However, as Mr S would have received the expected service it would not be successful.
- Although Barclays has signed up to the Contingent Reimbursement Model Code, the payments Mr S made from his account aren't covered by the Code because he made the payments via debit card. I cannot fairly and reasonably say that Barclays should have to refund payments under the Code when it doesn't apply here.

I am sorry to hear of the substantial amount of money that Mr S says he has lost and I do not doubt the impact he says this situation had on him. However, in this instance I cannot say that Barclays has acted incorrectly and so it would not be reasonable to expect it to compensate Mr S.

My final decision

My final decision is I do not uphold this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 October 2025.

Lawrence Keath
Ombudsman