

The complaint

Mrs T complains that Barclays Bank UK Plc has declined to reimburse her payments that she says she made as part of a scam.

What happened

In August 2024, Mrs T made two payments totalling around £1,800 to a company. This was for a training course, that was supposed to include training materials, exams and a work placement. Mrs T says it was sold as though she would get a job at the end. While she received some online training, Mrs T wasn't happy with the quality of this and had issues with the support available. Mrs T found negative reviews online and complained to the business. She also asked Barclays for a refund as she felt she had been scammed.

Barclays declined to reimburse Mrs T on the basis that it thought this was a civil matter rather than a scam, so it didn't think it had any obligations to reimburse Mrs T.

When Mrs T brought the complaint to our service, the investigator didn't uphold it. In summary, they thought Barclays had acted fairly in concluding that this was a civil matter and therefore not reimbursing Mrs T. They explained that given the payment type, there was no responsibility on Barclays in relation to the quality of the service provided.

Mrs T didn't agree, she said she wanted an ombudsman to review the matter and that she was having trouble communicating with the course provider.

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'm not upholding this complaint for similar reasons to the investigator.

The starting point in law is that a customer is liable for payments that they authorised. But there can be circumstances where the payment service provider (here Barclays) is expected to do more, such as where the customer has been the victim of a scam. As the payments were faster payments, Barclays' liability wouldn't extend to contractual disputes.

In this case Mrs T says she has been the victim of a scam. However, Barclays doesn't think this is the case. Rather Barclays says what Mrs T has described is an issue about how well a legitimate company has performed under a contract, which is a civil dispute.

So, I've considered whether I think Barclays has acted fairly in declining Mrs T's request for a refund on this basis. I've carefully considered the information and the arguments put forward by Mrs T. Having done so, I've not seen sufficient evidence to conclude that it's more likely than not Mrs T has lost money to a scam. I'll explain why.

Not every complaint referred to us as a scam is in fact a scam. Some cases involve companies whose business practices were arguably unethical and/or misleading. However, whilst customers who lost out may understandably regard such acts or omissions as

fraudulent, they do not necessarily meet the high legal threshold or burden of proof for fraud, i.e. dishonestly making a false representation and/or failing to disclose information with the intention of making a gain for himself or of causing loss to another or exposing another to the risk of loss (Fraud Act 2006).

Mrs T doesn't think she's received the service she paid for and says that the quality of what was provided was poor. She was given the impression that this would lead to a job and has since found negative reviews about the company. Mrs T has provided copies of her correspondence with the company and says it isn't responding to her concerns.

I have considered what Mrs T says she was told, and emails showing that she was purchasing a training package including training materials, exams, and work experience. Mrs T did receive training materials and undertook exams, but says the quality was poor and there were issues with her exam. Her correspondence with the company says Mrs T needed to pass the exams before she could begin work experience and that the likelihood of getting a job would be linked to performance during the work experience. The emails also show Mrs T had the option to retake the exams or withdraw from the course – though I appreciate she didn't think the terms of doing so were favourable to her.

I've considered the external reviews Mrs T provided about other people's experiences with this company. These include both positive and negative reviews.

So, having weighed up the evidence available, I'm not persuaded the payments were made for a fraudulent purpose, rather Mrs T appears to have had a legitimate purpose of paying for a training programme, and as she has been provided with many elements of what she paid for this indicates the company selling the training course had the same purpose.

While Mrs T may have concerns now about whether what she purchased was good value for money, or about the quality of the service provided, that doesn't mean it's a scam. So, I don't think Barclays has acted unreasonably in concluding that the payments Mrs T made weren't in relation to a scam. It follows that I don't think it would be fair to require Barclays to reimburse the payments.

So, for the reasons explained I don't think Barclays needs to do anything further. I understand Mrs T remains unhappy with the company, but it isn't our role to look into the matter beyond what's relevant to her complaint about Barclays.

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 Mrs T to accept or reject my decision before 6 November 2025.

Stephanie Mitchell
Ombudsman