

### **The complaint**

Miss S complains that Barclays Bank UK PLC won't reimburse her after she sent funds to an individual that she now considers to have been conducting a romance scam.

### **What happened**

The circumstances of this complaint have been set out in some detail already by our Investigator so I won't repeat them all here. But briefly, both parties accept that Miss S began speaking to an individual I'll refer to as 'Mr Z', after he delivered a parcel to someone she knew, and telephone numbers were exchanged. Miss S began speaking regularly to Mr Z and after a few months, Miss S has said Mr Z began asking her for money for things such as food, for health issues, as well as to invest in a business. Payments to Mr Z were made from January 2020 until September 2021 and totalled around £18,000. Mr Z also sent Miss S credits between January 2020 and March 2024 totalling around £15,000, although Miss S has said that some of these were sent on by her, on Mr Z's request, to individuals she now considers may have been conducting fraudulent activity.

Miss S has explained she found out that Mr Z wasn't as he portrayed himself when members of his family contacted her to explain he was married and also taking money from other women. Miss S has also since heard from other individuals who have sent funds to Mr Z who also believe they have been victims of a scam.

Miss S contacted her bank, Barclays, to raise a claim. Barclays considered Miss S' claim but didn't conclude it was liable to reimburse her, as it said this was a civil matter between Miss S and Mr Z.

Miss S remained unhappy and referred her complaint to our service. An Investigator considered the complaint but didn't uphold it. She didn't think there was enough evidence to prove Mr Z intended to scam Miss S, rather than this being a form of relationship.

Miss S disagreed with the Investigator's view, so the complaint has been referred to me for a final 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.

I'm aware that I've summarised this complaint and the responses briefly, in less detail than has been provided, and in my own words. No courtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here – which is to determine whether there is sufficient evidence to conclude that a scam has taken place. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. 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 an alternative to the courts.

I also want to start by saying I'm very sorry to hear of the trauma Miss S has suffered as a result of this ordeal. Unfortunately, I'm not able to conclude that this is a case where Barclays should reimburse Miss S for reasons I'll go on to explain – but I don't wish for this to downplay or diminish the impact this situation has invariably had on Miss S, both mentally and financially, regardless of my outcome.

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 be good industry practice at the time.

In broad terms, the starting position at law is that a bank such as Barclays is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

Here it's not in dispute that the payments were authorised, so the starting position is that Barclays isn't liable for the transactions.

There are, however, some situations where we believe that businesses, taking into account relevant rules, codes and best practice standards, shouldn't have taken their customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

Taking this into account, I need to decide whether Barclays acted fairly and reasonably in its dealings with Miss S.

#### Has Miss S fallen victim to a scam?

Barclays was a signatory of the CRM Code when these payments were made, which required firms to reimburse customers who had been the victims of authorised push payment (APP) scams in all but a limited number of circumstances.

The relevant part of the CRM Code definition of an APP scam requires that the payment was made to: *"another person for what they believed were legitimate purposes but which were in fact fraudulent."*

In order to reach my decision, I've therefore thought about what Miss S' intended purpose for making these payments was, whether this broadly aligned with that of Mr Z's and if not, whether this was the result of dishonest deception.

Miss S no longer has copies of correspondence between her and Mr Z from the time the payments were made, although I've reviewed some call recordings provided by both her and another individual who sent funds to Mr Z. From these, I have no reason to doubt that Miss S' version of events is accurate, in that she believed she had a relationship of sorts with Mr Z and sent him money as part of that relationship to support him.

I've therefore thought about what Mr Z's intentions were. As mentioned, I unfortunately don't have access to correspondence between Miss S and Mr Z at the time payments were made between them and it's therefore difficult for me to say with certainty what payments specifically related to, or that this wasn't what the money was inevitably used for. I think it's difficult to argue here that Mr Z didn't deceive Miss S about his personal circumstances, or his loyalty to her, but unfortunately this doesn't necessarily amount to an APP scam. In order to conclude Miss S had been scammed, I would need to conclude that Mr Z obtained funds with a different intention to what was broadly set out to Miss S. Based on the evidence

currently available, unfortunately I can't conclude this – and the fact that Mr Z was also obtaining funds from others doesn't prove that the reasons he was setting out for *needing* funds were fabricated. I've reviewed the statements for the beneficiary account where Miss S sent her funds and haven't seen evidence that would allow me to safely conclude that Mr Z had other intentions for using her funds, other than what was suggested to Miss S.

Miss S has said that Mr Z asked her to invest in businesses that were fraudulent, and help him purchase land that didn't exist, but unfortunately I don't currently have evidence to support these allegations. Miss S has also said that there are call recordings where Mr Z states he targeted Miss S as she was weak, but these haven't been provided. However I have heard other recordings where Mr Z accepts his 'love language' is receiving support, which Miss S provided him with.

Additionally, while Miss S has explained that later payments received from Mr Z were to pay for her silence, or for handling business that she now considers was fraudulent, I can't overlook that Mr Z sent significant sums to Miss S for a long time after she stopped making payments. I appreciate Miss S has said this was out of fear that he would be outed for what he was doing, but nevertheless it's highly unusual for an individual who has set out with the intent to scam.

I also understand the Police have been notified about Mr Z, although he is currently out of the country and as a result no further action has yet been taken.

Overall, this is clearly a complicated matter – but based on the evidence available to me, I'm unable to conclude that this is a scam, rather than a complex relationship where Miss S has been misled on Mr Z's loyalty or genuine intentions towards her. For that reason I'm unable to say Barclays acted incorrectly by declining to reimburse Miss S under the Code, or that it otherwise ought to have attempted further recovery of Miss S' funds from the receiving bank.

Again I'd like to express my sympathies to Miss S, and others who have been involved in Mr Z's actions, but my role is limited to considering the actions of Barclays, not those of Mr Z.

### **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 Miss S to accept or reject my decision before 2 February 2026.

Kirsty Upton  
**Ombudsman**