

## **The complaint**

Mr S is unhappy that Barclays Bank UK PLC (Barclays) won't reimburse money he lost to a scam.

The details of this complaint are well known to both parties, so I won't repeat everything again here. Instead, I'll focus on giving the key 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.

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 focussed on what I think is the heart of the matter here. If there's something I have not mentioned, it isn't because I have ignored it. I haven't. I'm satisfied that 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'm sorry to hear of what's happened to Mr S, and I understand why he feels the money should be refunded. However, I don't find that Barclays has acted unfairly. I'll explain why.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. Barclays is expected to process authorised payment instructions without undue delay. But it also has long-standing obligations to help protect customers from financial harm from fraud and scams. Those obligations are however predicated on there having been a fraud or scam. And so, it would only be reasonable for me to consider whether Barclays is responsible for the loss Mr S claims to have suffered if, indeed, he has been scammed. I've therefore considered whether Mr S was a victim of a scam.

Whether someone has been scammed or the matter is a civil dispute can be finely balanced. In this instance Mr S knowingly made the payments to a company I will refer to as "B", so they are authorised push payments (APP). But for me to be satisfied someone has been the victim of an APP scam, I need evidence to show the customer has been dishonestly deceived about the purpose of the payments at the time they were made.

However, I don't have sufficient evidence to show Mr S was dishonestly deceived at the time. B is a genuine cryptocurrency exchange and Mr S was using his card to successfully purchase cryptocurrency. The fact that Mr S didn't receive rewards from B in relation to a campaign that B was running isn't something I would hold Barclays responsible for or something they should have considered before it released the payments.

Barclays should protect their customers from fraud and scams – by looking out for unusual or suspicious payments and carrying out additional checks before processing them. But, as I've explained, these obligations are predicated on there having been a fraud or scam. And

given I've concluded that these payments weren't made as part of a scam, these obligations don't apply here.

On a final note, I've also thought about whether there's anything else Barclays could have done to help Mr S. After the debit card payments were made, the only potential avenue for recovery of the payments would have been through the chargeback scheme. The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. A chargeback isn't guaranteed to result in a refund. The chargeback rules also don't cover scams.

Barclays raised chargebacks against B, which resulted in Mr S receiving some funds back. The information available suggests this happened because B did not respond to Barclays' chargeback investigation within the required timeframe for some of the payments, so he received a refund on some. Mr S believes all his chargeback requests should have resulted in a refund. But B, as part of its defence of the chargebacks, provided evidence to show why Mr S didn't receive the rewards on his cryptocurrency, along with messages it sent Mr S setting out its position. It therefore provided the necessary evidence to defend itself, meaning the chargebacks failed. And I'm afraid there wasn't much more that Barclays could do.

I'm sorry to disappoint Mr S further but it would only be fair for me to ask Barclays to refund the payments if I thought they had been lost as the result of a scam and that Barclays was responsible for it. As I'm not persuaded that this was the case, I don't think Barclays needs to do anything further.

### **My final decision**

For the reasons I've explained, 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 9 March 2026.

Aleya Khanom  
**Ombudsman**