

The complaint

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

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In summary, Mr T came across a travel company online and wanted to purchase a holiday abroad. He was sent some details of the flight and hotel through a messaging app. He then made the following payments by card to what he believed to be a legitimate site.

Date	Amount
12 June 2024	£149.99
12 June 2024	£1,248.99

Mr T didn't receive any confirmation of his booking and realised shortly after that he had been scammed.

Mr T raised a complaint with Barclays. It didn't think it had done anything wrong by allowing the payments to go through. So, Mr T brought his complaint to our service.

Our Investigator looked into the complaint but didn't uphold it. Our Investigator didn't think the payments Mr T made were unusual and so he didn't feel Barclays should have identified a scam risk. So, the complaint's been passed 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.

Having done so, I've reached the same outcome as our Investigator, and for the same reasons.

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 in some circumstances a bank should take a closer look at the circumstances of the payments – for example, if it ought to be alert to a fraud risk, because the transactions were unusual, or looked out of character or suspicious. And if so, it should intervene, for example, by contacting the customer directly, before releasing the payments. But I'd expect any intervention to be proportionate to the circumstances of the payment.

Barclays didn't identify that Mr T might be at risk of financial harm from a scam when he made the disputed payments. So, I need to decide if the transactions were concerning enough that I would have expected it to have had a closer look at the circumstances surrounding them. But I also need to keep in mind that banks such as Barclays process high volumes of transactions each day, and that there is a balance to be found between allowing customers to be able to use their account and questioning transactions to confirm they are legitimate.

I've reviewed Mr T's account statements, and I can't conclude that the payments made to the scam would have looked particularly unusual or suspicious to Barclays. The highest payment made in relation to the scam was £1,248.99. And a customer making some larger payments, compared to their usual spending is not uncommon. Both the payments made were relatively modest, so I can't say Barclays should have been particularly concerned about them or that they would have presented an obvious scam risk in value alone. I also don't think there was an obvious risk based on the destination of the payment which Barclays should have picked up on. Taking all of this into consideration, I don't think Barclays ought to have done more before following the instructions Mr T gave.

Mr T advised he was given incorrect advice during his claim. Barclays paid Mr T £75 compensation for this mistake, which I think is fair in the circumstances of this complaint, so I won't be asking it to do anything further.

I have also thought about whether there was anything else Barclays ought to have done once Mr T reported what had happened. As these were card payments, they are covered by the voluntary chargeback scheme. That offers a way of retrieving payments from the merchant in some circumstances – normally where there is a problem with the goods or services that were paid for.

As the scheme is voluntary, Barclays isn't obliged to pursue such claims. The scheme also doesn't offer recourse on all nature of claims against the supplier, only specified scenarios set out under its rules. And the rules also set out what evidence is required to meet a claim. We would only expect Barclays to raise a claim if it had a reasonable prospect of success.

Barclays have advised it didn't receive sufficient information to raise a chargeback so it didn't think it would be successful. And having looked through the information Mr T has sent us I am not persuaded that there were reasonable grounds for a successful chargeback claim under the scheme rules.

I realise this means Mr T is out of pocket, and I'm really sorry he's lost money. However, for the reasons I've explained, I don't think I can reasonably tell Barclays to reimburse him.

My final decision

I don't think Barclays Bank UK PLC needs to do anything to settle the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 October 2025.

Aleya Khanom
Ombudsman