

The complaint

Mr G complains that Barclays Bank UK PLC did not reimburse the funds he lost to a scam.

What happened

Mr G contacted a travel agency that he had used previously. Unfortunately, a genuine travel agency had been cloned by a scammer, and this is who Mr G spoke to. The scammer convinced Mr G to make two separate card payments for a flight ticket, these were £738.34 and £456.58 and were going to two separate companies.

When Mr G contacted the airline to receive his ticket information, they informed him that they had no details of a ticket in his name and informed him they had received reports of other individuals who had fallen victim to the same scam.

Mr G raised a claim with Barclays who attempted to raise a chargeback claim with the merchants. However, the merchants provided evidence that they had provided tickets as requested. Barclays asked Mr G to provide additional information about his claim, but when they did not receive a response within the allotted deadline, they explained the claim had been withdrawn and Mr G was being held liable for the transactions.

Mr G referred his complaint to our service and our Investigator looked into it. They explained that the two card payments were relatively low in value and they would not have expected Barclays to have identified them as unusual and therefore intervened in them. They also said Barclays has acted reasonably when it attempted to raise a chargeback claim, but did not take this further.

Mr G's representative did not agree with the findings. In summary they felt it was reasonable that Mr G did not realise the travel agency had been cloned, and highlighted he was an elderly pensioner.

As an informal agreement could not be reached the complaint has 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.

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.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Mr G authorised the payments in question as he believed he was purchasing flight tickets with a legitimate supplier. So, while I recognise that he didn't intend

the money to go to scammers, the starting position in law is that Barclays was obliged to follow Mr G's instruction and process the payments. Because of this, he is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether Barclays did enough to try to keep Mr G's account safe.

I have reviewed his statements and compared the scam payments to his genuine account activity. Having done so, I just don't think the card payments were of a high enough value to have warranted an intervention by Barclays before they were processed. It also appears that these payments went to genuine businesses, so I also would not have expected Barclays to have had concerns about the destination of the funds. I therefore do not think Barclays made an error when it did not flag the two card payments for additional checks.

Mr G's representative has said he was vulnerable at the time due to his age. While I do recognise Mr G was an elderly pensioner at the time of the scam, and I think Barclays would have been aware of this, I don't think this made him more susceptible to this specific scam. He thought he was dealing with a travel agent he had used before and made payments to genuine companies, and I think someone of any age could have fallen for the same scam.

I've gone on to review what Barclays did once it was made aware of the scam. I can see that it attempted to recover the funds from the merchants via a chargeback claim. It should be noted the chargeback scheme is voluntary and run by the card issuers and not Barclays. Its purpose is to resolve disputes between merchants and consumers.

Barclays reached out to the merchants who confirmed they had provided valid tickets with the funds, which had been used by a passenger, although that passenger was not Mr G. As the merchants had provided the service asked of them, there was no valid grounds for a chargeback claim to be processed. In addition to this, Mr G was asked to provide further evidence in response to the merchant's evidence, but he did not do so within the allotted timescale. So, the claim was withdrawn in line with Barclays's process.

On balance, I think that Barclays followed the process I would have expected it to. It attempted to raise a chargeback claim and tried to get more information from Mr G. With no response from Mr G and evidence from the merchants suggesting they had provided the service requested of them, there was no further action Barclays could reasonably take. Ultimately, Mr G's dispute is with the scammer and not the merchants he paid.

I understand that this will be very disappointing for Mr G, and I recognise that he has been the victim of a cruel scam. But I do not consider that it would be fair to hold Barclays responsible for his loss, so I won't be asking it to refund any of that loss to him.

My final decision

I do not uphold Mr G's complaint against Barclays Bank UK PLC.

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

Rebecca Norris
Ombudsman