

The complaint

Mr A has complained that Barclays Bank UK PLC trading as Tesco Bank won't refund money he lost to a scam.

What happened

The details of the complaint are well known to both parties, so I will not repeat them again here. Instead, I will focus on giving the 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.

Having done so, I agree with the investigator's findings for broadly the same circumstances, I will explain why.

Banks have various and long-standing obligations to be alert to fraud and scams and to act in their customers' best interests. These are predicated on there having been a fraud or scam. So, a first consideration in determining Barclays obligations here would normally be:

- was Mr A scammed as he alleged and to establish the loss he suffered.

And while I don't dispute Mr A's version of events, our service has asked his representative on several occasions to provide further evidence. I want to highlight at this stage I haven't overlooked Mr A's difficult circumstances, or the challenges he may face obtaining certain evidence.

However, given the circumstances of this complaint and how the scam evolved, I don't think it is unreasonable to conclude that Mr A would be able to provide some evidence of the loss as a result of a scam, such as his crypto currency statements showing the funds being transferred to a third-party's account/wallet or evidence the funds were lost to the alleged scammer. Or scam conversations demonstrating the scammer provided Mr A with the details of where to send the funds to, and discussions surrounding the amount which needed to be transferred which corresponds with his crypto statements.

As such, I haven't seen anything to specifically show that the transactions in questions were carried out in relation to a scam. While Mr A has sent evidence of the scam chats, and some crypto statements, he hasn't been able to provide all cryptocurrency statements which shows credits received from the relevant providers, and then crypto assets subsequently sent to the scam company, which correspond with the scam chat.

I've considered Mr A's testimony and while I can only be satisfied that he made the transactions on his account, I can't be satisfied that the ultimate beneficiary of the funds was to the scammer and I cannot be certain if those disputed payments are related to the scam described.

To be clear, I am not suggesting Mr A didn't fall victim of a scam. But even if I were to be satisfied Mr A had fallen victim to the scam he described, I'm unable to establish the actual loss he claims to have suffered, due to the reasons, I have explained above.

And without being able to establish the loss actually suffered (if any), I can't fairly or reasonably direct Barclays to refund Mr A the disputed transactions. Therefore, it follows, I won't be asking Barclays to do anything further.

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 Mr A to accept or reject my decision before 20 March 2026.

Jade Rowe
Ombudsman