

## **The complaint**

Mr K complains that Barclays Bank UK PLC (“Barclays”) hasn’t protected him from losing money to a scam.

## **What happened**

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, I understand that between June and October 2024 Mr K made payments from his Barclays account for what he thought was a legitimate opportunity. Mr K subsequently came to believe he’d been scammed, and got in touch with Barclays. Ultimately, Barclays didn’t reimburse Mr K’s lost funds, and Mr K referred his complaint about Barclays to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for a 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 decided to not uphold Mr K’s complaint. I’ll explain why.

I’m very 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 focused on what I think is the heart of the matter. 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, reflecting the informal nature of our service as a free alternative to the courts.

It isn’t in dispute that Mr K authorised these payments. Because of this, the starting position – in line with The Payment Services Regulations 2017 – is that he is liable for the transactions. But Mr K says that he made the payments as a result of a scam. And Barclays has signed up to the Contingent Reimbursement Model (CRM), a code which provides protection to scam victims in certain circumstances. The Payment Systems Regulator’s APP scam reimbursement (ASR) rules were also introduced on 7 October 2024 (but aren’t retrospective) to reimburse consumers who are the victims of scams in certain circumstances. However, even if Mr K was scammed, neither the CRM code nor the ASR rules apply to card payments, so they would not in any event apply here. Still, there are other various and longstanding expectations of payment service providers like Barclays to be alert to fraud and scams and to act in their customers’ best interests. But it would only be fair for me to tell Barclays to reimburse Mr K his alleged loss (or part of it) if I thought Barclays reasonably ought to have prevented the payments (or some of them) in the first place, or Barclays unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

There was much focus in the Investigator’s assessment and Mr K’s representative’s arguments on whether Mr K was indeed scammed. While understandable, this isn’t the

determining factor in my assessment of this complaint. This is because, ultimately even if I accepted that Mr K was scammed here, I still couldn't fairly uphold this complaint.

This is because as a matter of good industry practice Barclays should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Barclays to stop and check every payment instruction. There's a balance to be struck between identifying and proportionately intervening in payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

And in this case I agree with what our Investigator said about causation – I think that even if Barclays had intervened in Mr K's payments, this most likely wouldn't have prevented him from making them. This is because Barclays' role would have been to provide fraud and scams advice and warnings (if it had intervened). And I can't see there was any information concerning the opportunity Mr K has cited at the time of his payments that would have made him think he was being scammed. Indeed, Mr K's representatives have given numerous reasons why Mr K thought everything was legitimate. Like our Investigator, I don't think the reason Mr K was making the payments would've presented any typical scam risk that I would have expected Barclays to be vigilant against. Further, the website could've been verified easily, along with the existence of the named courses. So I cannot see any reasonable basis here on which I could fairly say it is likely that Barclays, if it had intervened proportionately at the time, would likely have prevented Mr K going ahead with these payments.

I can also see that Barclays did what it reasonably could to try to recover Mr K's funds for him – it submitted a chargeback claim but I understand the merchant was able to provide evidence which demonstrated the service had been provided, so the claim was rejected. I understand that Barclays did reach out to Mr K and asked him to provide additional evidence to support the claim but when it didn't receive a response within the permitted timeframe, the claim was closed in favour of the merchant.

In summary therefore, and whilst I appreciate Mr K will be disappointed, I can't fairly tell Barclays to reimburse his payments in circumstances where I'm not persuaded it reasonably ought to have prevented the payments or to have recovered them.

### **My final decision**

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 25 December 2025.

Neil Bridge  
**Ombudsman**