

## THE COMPLAINT

Mr D's complaint is about Barclays Bank UK PLC ("Barclays").

## WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr D says he fell victim to a scam that resulted in several loans being taken out. One of these was a £10,000 Barclays loan taken out in his name in July 2023 ("the Loan").

Mr D argues that Barclays lent the Loan irresponsibly. He says that payment transactions he had made prior to the Loan being taken out had triggered Barclays's systems, and that, as a result, the Loan should not have been approved. He also says that Barclays incorrectly told him that he would not be held liable for the Loan.

Mr D disputed the above with Barclays. Unhappy with its response and with the offer of £500 compensation for the incorrect information he had been given, Mr D raised a complaint, which he then referred to this Service.

One of our investigators considered the complaint and concluded that Barclays did not need to take any further action. Mr D did not accept this. He would like Barclays to increase its offer of compensation and to write off the Loan, or, if not, to waive the interest.

As Mr D did not accept the investigator's findings, this matter has now been passed to me to make a decision.

## WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion she did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

### Key findings

- Mr D appears to accept liability for taking out the Loan. He told this Service's investigator that he was aware of the Loan, albeit he says he was coerced into taking

it out. For completeness, I will deal with this point in a bit more detail. The Loan application was submitted to Barclays. There is nothing that indicates Barclays knew or ought to have known about Mr D's circumstances – specifically that he was being coerced – when the application was made. Accordingly, I find it fair and reasonable for Barclays to hold Mr D liable for the Loan.

- Turning to the affordability of the Loan. Having considered the evidence before me, I am satisfied, like the investigator, that reasonable and proportionate checks were completed so Barclays could satisfy itself that Mr D was able to repay the credit in a sustainable way. Accordingly, I find that the Loan was affordable and was not lent irresponsibly.
- Mr D argues that Barclays should not have approved the Loan because payment transactions on his account had been flagged and blocked prior to the Loan being taken out, which he describes as “*suspicious activity*”. I have listened to the telephone call recordings between Mr D and Barclays that took place before the Loan was approved. During those calls, Barclays questioned Mr D about the payment transactions. However, Mr D was misleading in his responses. He did not disclose the true reason for making the payment transactions and instead stated that he was moving money to keep it separate so that it could be used at a later date when his daughter got married. In many of the calls, Mr D was questioned thoroughly and provided with clear scam warnings. In these circumstances, particularly given Mr D's responses, I do not consider that the outcome of Barclays's intervention calls should have prevented it from approving the Loan.
- As to any of Mr D's payment transactions or other activity in which Barclays did not intervene, I am satisfied that the outcome would have been the same as set out above. I have seen nothing persuasive to indicate otherwise.
- Barclays accepts that it incorrectly informed Mr D that he had not been deemed liable for fraudulent activity on his account and therefore would not be held liable for the Loan. Barclays has offered £500 in recognition of this error. Mr D argues, in essence, that he should not be held liable for the Loan given this incorrect information, and he says, amongst other things, “To me when someone offers compensation there is a sign of guilt.” I do not accept this argument. Barclays says it provided the incorrect information due to human error, rather than, as Mr D believes, “guilt”. In any event, I do not consider it fair or reasonable that Barclays's error should justify Mr D not being held liable for the Loan. Accordingly, I find Barclays's offer of £500 fairly reflects its mistake. It is a matter for Mr D whether he wishes to accept this.

Taking all the above points together, I do not find that Barclays has done anything wrong. Therefore, I will not be directing Barclays to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

## **MY FINAL DECISION**

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 13 May 2026.

Tony Massiah  
**Ombudsman**