

The complaint

Mr C complains that Barclays Bank UK PLC won't refund the full amount of money he says he lost to a scam.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr C complains that he sent several payments to what he says turned out to be a fraudulent gambling website. He says he authorised payments to a specific website but the payments went to a different merchant. Mr C also says he had been refused withdrawals from the platform.

When Mr C says he found out he had been scammed, he raised a complaint with Barclays.

Barclays looked into the complaint but didn't uphold it. Mr C remained unhappy, so he brought his complaint to our service.

In summary he said

- He was misled into believing the payments were being made directly to the casino.
- The casino concealed the true merchant identity and purpose of the transactions.
- The transactions were high-risk, unusual, and inconsistent with my typical account activity.
- Barclays did not identify, question, block, or warn him about these transactions.
- He acted in good faith and reported the issue promptly once he realised he had been deceived. Barclays accepted this by successfully disputing all other transactions apart from these.

Our investigator looked into the complaint but didn't uphold it. She explained that our service can only look into the actions of the bank and not the gambling website - and she didn't think the payments reached a value that ought to have concerned Barclays.

As Mr C didn't agree with the investigator's view, the complaint has been passed to me to decide.

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.

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 focussed on what I think is the significant part here. 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. This simply reflects the informal nature of our service as a free alternative to the courts.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Barclays is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams. But those are predicated on there having been a fraud or scam. So, to start, I've considered whether Mr C was a victim of a scam.

Having considered the information Mr C has sent along with his testimony, I'm not satisfied Mr C has sufficiently evidenced he has fallen victim to a scam. Mr C has said that he authorised the payments, and the payments went to the website he intended it to. I've also looked into the website, and from what I can see, it looks to be providing legitimate services.

Mr C has raised issues with the merchant that received the payments, but how the legitimate gambling website arranges its payment structure is not something our service can get involved in.

Even if I were to be convinced Mr C had lost money to a scam (which for the avoidance of any doubt I'm not) the payments didn't reach a value or frequency that I think ought to have concerned Barclays or its automatic checking systems.

Mr C has mentioned that he has been unable to withdraw his funds due to issues with his country of residency, and the terms of the website. Unfortunately, this seems more a civil dispute with the company rather than a scam.

Lastly Mr C has said the company is using different merchant codes to bypass gambling restrictions. Again, this is a complaint that needs to be directed to the gambling company or its regulator rather than the bank and our service. Barclays can't control the merchant codes websites use and I also haven't seen any information to show me Mr C asked for this website to be blocked.

Recovery

After the payments were made, as they were made by debit card the only potential avenue for recovery of the payments would have been through the chargeback scheme.

The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders.

Barclays is bound by the card scheme provider's chargeback rules. Whilst there is no 'right' to a chargeback, I generally consider it to be good practice that a chargeback be raised if there is a reasonable chance of it succeeding. But a chargeback can only be made within the scheme rules, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid, and potentially succeed.

Here it looks as though Barclays did raise and decline disputes to the merchant in question. Although this looks to be down to the timescales involved, which Mr C disputes, I'm of the opinion that no claim here would succeed regardless of when they were raised.

In the circumstances of this complaint, Mr C has confirmed that at the time he made the payments in question, he was aware he was using an online casino and the transactions he was making were gambling ones. I'm satisfied Mr C therefore received the services he was paying for, which in this instance were bets and linked gambling transactions. And, as such, a fraud chargeback wouldn't have been successful.

So, I don't find Barclays have done anything wrong when it made the decision to not to pursue the claims any further.

I also haven't seen any evidence of misrepresentation by the website that I find would change the outcome of a claim. I've explained above why our service wouldn't get involved in the use of the merchant codes being used, and the money reached the account Mr C intended it to. I know this as Mr C has said he attempted to withdraw his winnings, so there is evidence he had use of the service the website was providing.

I appreciate Mr C has given multiple reasons why he thinks a chargeback should succeed, but having considered these, I'm still of the view that a claim wouldn't be successful based on the scheme rules set out by the card provider.

I've also considered Mr C's comments that he was unable to withdraw winnings from the website. However, the card scheme rules don't permit chargebacks to be raised for someone trying to recoup winnings through a withdrawal.

I understand that this will have been frustrating for Mr C, as I know how strongly he feels about this complaint. But I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Barclays needs to pay Mr C any compensation.

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 C to accept or reject my decision before 09 May 2026.

Tom Wagstaff
Ombudsman