

## **The complaint**

Mr W complains that Barclays Bank UK PLC won't refund the money he lost when he was the victim of what he feels was a scam.

## **What happened**

In 2021, Mr W was contacted by his ex-partner and asked to help her with her finances. She told him she was going through bankruptcy, had a county court judgment against her and needed help to pay her mortgage. Mr W says he was pressured into helping her by his ex-partner and her mother. And ultimately, he agreed to help and so made a number of payments to his ex-partner, to people she owed money to and to her mother – including a number of payments from his Barclays account.

Mr W says he made these payments on the understanding that his ex-partner would pay him back. He says he also had a written agreement with her to pay some of the money back, which she signed, but that she has now destroyed the agreement and is refusing to pay the money back. Mr W therefore reported the payments to Barclays as a scam and asked it to refund the money he has lost.

Barclays investigated but said Mr W knew both his ex-partner and her mother personally and had made payments to them both previously. So it felt this was a private, civil dispute between them, rather than a scam, and so it didn't agree to refund the payments Mr W had made. Barclays did pay Mr W £100 as compensation for delays in responding to his claim though. Mr W wasn't satisfied with Barclays' response, so referred a complaint to our service.

One of our investigators looked at the complaint. They said Mr W was aware of the payments and the reasons for them, so they thought this was civil dispute between him and his ex-partner – rather than a scam. And they didn't think Barclays should have been expected to stop the payments. So they didn't think Barclays should be required to refund the money Mr W had lost. Mr W disagreed with our investigator, so the complaint has been passed to me.

## **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 don't think it would be fair to require Barclays to refund the payments Mr W made. I'll explain why below.

Banks are expected to make payments in line with their customers' instructions. And Mr W accepts he made the payments here. So while I recognise he now feels he was misled about the reason for the payments and that his ex-partner has gone back on an agreement to pay him back, he did authorise the payments. And so the starting position in law is that Barclays was obliged to follow his instructions and make the payments. So Mr W isn't automatically entitled to a refund.

There are certain activities banks are expected to carry out to try to protect their customers from falling victim to scams, and certain protections in place for customers who do fall victim to scams. But, before looking at whether Barclays has done what we'd expect it to do or whether these protections apply, I must first be satisfied that Mr W has been the victim of a scam.

Mr W says his ex-partner told him she was experiencing financial difficulty, and he agreed to make the payments on that basis. So he doesn't appear to have been misled about the purpose of the payments he was making. He also knew both his ex-partner and her mother personally and had made payments to them before. So he doesn't appear to have been misled about who he was paying or who would benefit from the money.

So I don't think what happened here matches our usual definition of a scam, and I think it more closely matches a private, civil dispute between Mr W and his ex-partner. And so I think Barclays has acted reasonably in not treating it as a scam and in not refunding the payments Mr W made.

Mr W has said his ex-partner has destroyed a written agreement they had signed, and that she has previously scammed another former partner of hers. But Barclays wasn't party to the written agreement, and the other former partner's circumstances appear to be significantly different to Mr W's. So I still don't think this matches our usual definition of a scam, and that it more closely matches a civil dispute.

In any event, even if this did meet the definition of a scam, I don't think anything we would reasonably have expected Barclays to have done would have stopped Mr W making the payments.

We expect banks to take steps to protect their customers from fraud and financial harm, including 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.

But even if Barclays had identified that Mr W could be at risk of financial harm and intervened in some of these payments, I think he would have told it he was lending money to his ex-partner to help with her financial circumstances. Mr W was aware of all the payments being made, he knew the people he was sending money to personally and he had plausible reasons for making the payments. It's also not Barclays' responsibility to advise him on the risks of lending money to other people.

So, as Mr W was aware of the payments and was happy for them to be made at the time, I wouldn't have expected Barclays to do anything further or to stop him making the payments.

I appreciate how strongly Mr W feels about this case, and that his ex-partner is now refusing to pay the money back to him. I sympathise with the position he has found himself in, and I'm in no way saying he did anything wrong or that he doesn't have a legitimate grievance against his ex-partner. But I can only look at Barclays' responsibilities and, for the reasons I've explained above, I don't think anything I would reasonably have expected Barclays to do would have stopped the payments or that it would be fair to require Barclays to refund any of the payments he made.

Barclays has paid Mr W £100 as compensation for the delays in responding to his claim. And, based on the evidence I've seen, I think this offer was fair and reasonable and I don't think it would be fair to require Barclays to do anything further.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 December 2023.

Alan Millward  
**Ombudsman**