

The complaint

Miss H complains that Barclays Bank UK PLC did not reimburse the funds she lost to a scam.

What happened

Miss H found a job advert on social media for a fully remote, flexible role. She got in contact with the company and agreed to start work with them reviewing items online. She had to complete a certain amount of tasks in order to withdraw her commission and salary, but some tasks cost money to complete. Miss H didn't have to pay for the first few, but eventually she had to cover the costs herself. She did this by transferring funds to another account with a third-party provider in her name, and then forwarding this to the work platform. She made the following payments from her Barclays account to another account in her name:

Date	Amount
23/04/2024	£55.00
24/04/2024	£30.00
24/04/2024	£72.00
24/04/2024	£270.00
24/04/2024	£550.00
24/04/2024	£1,225.00
24/04/2024	£2,490.00

Following this, Miss H was asked to pay a further £5,000 for another task to complete the set, but it was at that point that she felt something was not right and that she had been the victim of a scam. She raised a scam claim with Barclays who issued a final response on 29 June 2024. In this, they explained that the payments were not covered by the Lending Standards Board's Contingent Reimbursement Model ("CRM") Code which offers additional protection for victims of Authorised Push Payment ("APP") scams. And they thought it was clear this was not a legitimate job opportunity, so they declined to reimburse Miss H.

Miss H referred the complaint to our service and our Investigator looked into it. They felt that while there were a number of payments in one day, as these were relatively low in value and were going to another account in Miss H's name and under her control, the risk was low enough that Barclays did not need to intervene prior to them being processed.

Miss H disagreed with the outcome and again pointed out the payments were made close together in one day, so she felt Barclays should have questioned them. As an informal agreement could not be reached, the complaint has been passed to me for a final 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Miss H authorised the payments in question as she believed they were part of a legitimate job opportunity. So, while I recognise that she didn't intend the money to go to scammers, the starting position in law is that Barclays was obliged to follow Miss H's instruction and process the payments. Because of this, she is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes 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. So, I've also thought about whether Barclays did enough to try to keep Miss H's account safe.

I've reviewed Miss H's statements and compared the scam payments to the genuine activity on the account. Having done so, I do not think the scam payments were particularly unusual or out of character when compared to earlier, genuine payments. Miss H had made payments of a similar amount previously, and made multiple transfers out in the same day that match the scam activity. The value of the first five payments were particularly low, and while the last two did begin to increase in value, I don't think this is enough to say Barclays should have intervened at that point. And I also have to consider that the payments were going to another account in Miss H's name that she had control over, so the overall risk level of the payments were therefore lower than if they were going to an unknown payee.

Taking the above into consideration, I think it was reasonable that Barclays did not intervene in the payments, and I therefore do not think they missed an opportunity to meaningfully reveal the scam in the circumstances.

I understand that this will be very disappointing for Miss H and I recognise that she has been the victim of a cruel and manipulative scam. But I do not consider that it would be fair to hold Barclays responsible for her loss, so I won't be asking it to refund any of that loss to her.

My final decision

I do not uphold Miss H's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 18 July 2025.

Rebecca Norris

Ombudsman