

The complaint

Miss R complains that Barclays Bank UK PLC won't refund the money she lost when she was the victim of a scam.

What happened

In September 2024, Miss R was looking to buy flight tickets and was contacted by someone who said they worked for a well-known online travel agent. She discussed the flights she wanted and agreed a price for them. So she then made a payment of £367 from her Barclays account, as the travel agent directed her to.

After receiving proof of the tickets, Miss R contacted the airline they were supposedly booked with who told her that, due to how they were charged, she had likely been the victim of a scam. She then contacted the travel agent again and was told they would issue her a refund, but she says a second payment of £367 was then taken from her account.

Miss R then reported the two payments to Barclays as a scam and asked it to refund the money she had lost.

Barclays investigated but said there was no reason for it to stop the payments and it didn't think it had acted unfairly. So it didn't agree to refund the money Miss R had lost. Miss R wasn't satisfied with Barclays' response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think we'd have expected Barclays to do anything further here, so didn't think it would be fair to require it to refund the payments. Miss R 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.

In broad terms, the starting position at law is that banks are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

Miss R accepts she made the first payment here. And while I appreciate she says the second payment was made when she understood she would be receiving a refund instead, Barclays' records show it was confirmed by her in her Barclays mobile banking app. So I think Barclays has acted reasonably in treating both the payments as authorised here and the starting position in law is that it was obliged to follow Miss R's instructions and she isn't automatically entitled to a refund.

The regulatory landscape, along with good industry practice, sets out requirements for banks to protect their customers from fraud and financial harm. So, in line with this, I think Barclays should fairly and reasonably:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

So I've considered whether Barclays should have identified that Miss R was at heightened risk of financial harm from fraud as a result of either of the payments she made here.

But the payments Miss R made here weren't for particularly large amounts, or for amounts where I would have expected Barclays to identify them as suspicious based on their size alone. And they were made more than two weeks apart, so weren't obviously connected and didn't form a pattern of behaviour I would have expected Barclays to identify as suspicious either.

So I don't think it's unreasonable that Barclays didn't identify that Miss R could be at heightened risk of financial harm from fraud as a result of either of these payments. And so I don't think it's unreasonable that it didn't take any further steps or carry out any additional checks before allowing the payments to go through.

Miss R has said that she called Barclays before the second payment was made, and it told her that it would stop any further payments. And I can see that, following this call, Barclays did place a block on her account to stop any further payments that were authorised at the same time as the first payment. But as Miss R later authorised the second payment separately, this wasn't picked up by the block. And as this second payment was made to a genuine money transfer service and more than two weeks after the first payment, I don't think it's unreasonable that Barclays still allowed it to go through.

We also expect banks to take reasonable steps to try to recover any money their customers have lost, once they are made aware of a scam. But the payments Miss R made here both went to a genuine money transfer service, before being sent on to the scam, and there's no suggestion the money transfer service has acted incorrectly. So I don't think it's likely any attempt to recover the payments would have been successful, and I don't think anything I would reasonably have expected Barclays to do would have recovered any of the money Miss R lost.

I appreciate that Miss R has been the victim of a cruel scam. I sympathise with the position she has found herself in and I understand that my decision will come as a disappointment to her. But I can only look at Barclays' responsibilities and, for the reasons I've set out above, I don't think anything I would reasonably have expected it to have done would have prevented the loss she suffered. And so I don't think it would be fair to require Barclays to refund the money Miss R has lost here.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 2 October 2025.

Alan Millward
Ombudsman