

The complaint

Miss H has complained that Barclays Bank UK PLC won't refund some payments which she's alternately said she either didn't make, or she did make but as part of a scam.

What happened

In spring 2024, Miss H was cold contacted by a scammer posing as a recruiter. They offered her a fully remote job doing 30-60 minutes of simple unqualified work a day for a very high rate of pay. But she had to pay in her own money to work.

A little under £8,000 was sent from Miss H's Barclays account to her existing account at a money transfer service. This was done across several online card payments. The funds were then sent from that other account on to the scammers.

Miss H reported the card payments to Barclays as unauthorised. Barclays found that they'd been made on the same genuine device and internet connection which Miss H used before and after, authenticated via her mobile app. They held Miss H liable for the payments.

Miss H came to our service. She explained that she had in fact made the payments herself, and she provided her contact with the scammers, in which she agreed to the payments and confirmed making them herself. But she thought Barclays should've prevented the scam or cancelled the payments.

Our Investigator looked into things independently and didn't uphold the complaint. Miss H didn't agree, now saying again that she didn't authorise the payments. The complaint's 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 understand that Miss H fell victim to a scam, for which she has my sympathy. I appreciate this cannot have been an easy matter for her to face, and I appreciate why she would like her money back. It's worth keeping in mind that it's the scammers who are primarily responsible for their scam, and it's the scammers who really owe Miss H her money back. But in this case between Miss H and Barclays, I'm just looking at what Miss H and Barclays are liable for. Having carefully considered everything that both sides have said and provided, I can't fairly hold Barclays liable for Miss H's loss. I'll explain why.

I'm satisfied from Barclays' technical evidence that the payments involved were properly authenticated using Miss H's genuine device, at her IP address – the same device and IP address she used for her genuine spending beforehand and afterwards. Miss H continued to use the same device after, so it wasn't stolen. The payments were confirmed in her app using her security details. The account's security was not bypassed and I've found no signs of hacking or unauthorised access. Miss H previously admitted to paying the money herself, and her texts with the scammers show her agreeing to make the payments and confirming when she'd made them.

So while Miss H now says she didn't authorise the payments involved, based on the evidence I've found that she did. And while Miss H later tried to cancel the payments after realising it was a scam, that doesn't change the fact that she authorised them at the time.

As Miss H authorised the payments involved, under the Payment Services Regulations she is liable for the loss in the first instance – even if she didn't intend for the money to end up with scammers. And broadly speaking, Barclays had an obligation to follow her instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.

Barclays should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them. But a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. I've thought carefully about whether Barclays should have done more in Miss H's case.

While I appreciate that this was a substantial amount to lose in a short time, the payments went to an established payee, which was an account with another firm in Miss H's own name who she'd set up as a payee the year before. That would've made the payments seem less risky to the bank. Further, Miss H often used this account to move sums between her other accounts, sometimes in amounts not too dissimilar to the amounts of these payments. And while this was a notable increase in spending, the payments were sufficiently funded and customers do occasionally make larger than normal spends. So I don't think the payments quite met the bar of being so unusual or out of character that Barclays needed to intervene.

Further, I'm afraid I do have to note that Miss H's testimony has been significantly untruthful at key points – including even when reporting the matter to the bank. And from her contact with the scammers, it does seem she was broadly under their spell and willing to go along with them. If Barclays had intervened, it would've been difficult for them to uncover and prevent the scam if they didn't receive truthful answers. So from what I've seen, it's not clear that such intervention would've been successful in this particular case anyway.

I do appreciate that Miss H would've liked Barclays to cancel the payments when she reported the matter. But it wasn't possible for Barclays to do that at that point. While the payments would've still shown as pending, that's more to do with the way they're processed and the time it could take the other firm to officially claim the money. But the payments had already gone through – Barclays couldn't stop them at that point. I do appreciate that this is not intuitive.

Miss H said Barclays guaranteed to her that the money would not leave her account. But having listened to the calls involved, that's not the case. Barclays correctly explained that the payments were pending and would only return to her account if the other firm didn't claim them. And Miss H had already spoken to the other firm, who'd confirmed to her that as she'd already sent the money on from that other account, they would claim the money. So I can't agree that she was told or reasonably given the impression that the payments would not leave her account. Barclays didn't guarantee a refund, either – they said that if the payments were claimed they'd raise a fraud case and investigate. And they did just that. Their investigation found that Miss H had authorised the payments, which meant they didn't need to refund them as unauthorised.

Lastly, I've considered what Barclays did to try to recover Miss H's money after she told them about the scam. As these were card payments to Miss H's own account, and she'd sent the money on from there, it wasn't possible for Barclays to recall the funds, and the payments were not covered by the CRM Code for scams. Further, there was no chargeback reason which would've been appropriate here. A chargeback would've been a claim against Miss H's genuine money transfer firm rather than the scammer. And the money transfer firm provided the service they were supposed to. There was no realistic prospect of success for a chargeback, and chargebacks are voluntary. So Barclays didn't need to try one in this case. And I'm afraid there was nothing more that Barclays could've reasonably done there.

So while I'm sorry to hear about what the scammers did to Miss H, I don't think Barclays can fairly be held responsible for her loss. And so I can't fairly tell Barclays to reimburse Miss H in this case.

My final decision

For the reasons I've explained, I don't uphold this complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 4 September 2025.

Adam Charles
Ombudsman