

## **The complaint**

Mrs B complains that Barclays Bank UK PLC (Barclays) won't refund the money she lost to a fake job scam.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat everything again here.

In summary, Mrs B fell victim to a fake job scam. The scammer told Mrs B that she would be paid for completing tasks, but she would have to first send money to the scammers, via a money remittance firm she held an account with, that I'll refer to as 'A', to unlock these tasks. Mrs B made seven payments via Debit Card, totalling over £4,900 over two days, 31 August 2024 and 1 September 2024 to her account with A. (I note our investigator referred to six transactions totalling over £4,100 I apologise for this error.)

When Mrs B did not receive her 'earnings' and the scammers asked for more money to unlock these 'earnings' she realised she had been scammed. She complained to Barclays and reported the scam to the police. Mrs B said she felt Barclays should reimburse her for the money she had lost in this scam.

Barclays did not uphold Mrs B's complaint. It said although it accepted Mrs B had been scammed it didn't think it had acted incorrectly.

Our investigator did not uphold this complaint. She noted Mrs B had previously made a number of undisputed payments to her account with A over a short space of time. In view of this she said she felt the transactions Mrs B had made in connection with this scam would have appeared to Barclays to be in-line with the way she used her account.

Mrs B did not accept our investigator's view and her complaint has been passed to me to determine.

## **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've reached the same overall conclusions as our investigator, and for much the same reasons.

In broad terms, the starting position at law is that a bank such as Barclays is expected to process payments a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of their account. In this context, 'authorised' essentially means the customer gave the business an instruction to make a payment from their account. In other words, they knew that money was leaving their account, irrespective of where that money actually went. In this case, there's no dispute that

Mrs B authorised the payments.

There are, however, some situations where we believe a business, taking into account relevant rules, codes and best practice standards, shouldn't have taken its customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment. Barclays also has a duty to exercise reasonable skill and care, pay due regard to the interests of its customers and to follow good industry practice to keep customers' accounts safe. This includes identifying vulnerable consumers who may be particularly susceptible to scams and looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I need to decide whether Barclays acted fairly and reasonably in its dealings with Mrs B. In particular, I have considered whether the transactions were out of line with the way Mrs B had previously operated her account and should have alerted Barclays that Mrs B might be falling victim to a scam.

Having very carefully considered the transactions, I don't think that they were unusual enough compared to Mrs B's usual account activity to have prompted an intervention from Barclays. I note that there were seven transactions over two days which, in certain situations, could be an indication that someone is being scammed. But in this instance, given the size of the transactions, and that Mrs B had previously made multiple transactions on the same day to her account with A, I don't think that an intervention was merited.

In particular, I must take into account that on 31 July 2024 Mrs B transferred over £5,500 to her account with A in a series of seven transactions. So, Barclays was building a picture of Mrs B's account usage that involved making a number of transactions close together to her account with A. As Mrs B had previously moved more money to her account with A in one day – and these transactions were legitimate - I can't reasonably say that Barclays should have had cause for concern about the transactions Mrs B made on 31 August and 1 September 2024.

I have also taken into account that Mrs B was moving the money to an account held in her name and under her control. I am also mindful that Mrs B received payments into her Barclays account for a similar amount to amounts she had transferred to her account with A shortly after the transfers she made in July 2024 and on 31 August 2024 and 1 September 2024.

### Recovery

I've also thought about whether Barclays could have done more to attempt to recover the payments after Mrs B reported the fraud. But the Contingent Reimbursement Model ("CRM") does not apply to debit card payments.

I also don't think the funds could have been recovered via other means as a chargeback would have no realistic prospect of success as there's no obvious chargeback code. Mrs B paid A to transfer her funds and it did so, so the payment she made was in connection with the performance of a specific contract and her counterparty performed its contract.

I appreciate this will come as a disappointment to Mrs B, and I'm sorry to hear she has been the victim of a scam. However, I'm not persuaded that Barclays can fairly or reasonably be held liable for the losses that she said she incurred in these circumstances.

**My final decision**

For the reasons I have set out above, I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 5 June 2025.

Suzannah Stuart  
**Ombudsman**