

The complaint

Mr S complains that Barclays Bank UK PLC won't refund the money he lost when he fell victim to a job scam.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr S explains that in March 2025 he was feeling vulnerable following a family bereavement. Also, he had been looking for work with on-line recruitment agencies. So, he wasn't surprised to receive a text about a job from a recruiter (the scammer) who said they worked for an agency and asked whether he was interested in a high paid flexible job reviewing films.

After being offered the job Mr S accepted it, and was added to a messaging app with a number of other people who he thought were employees. They were friendly and spoke positively about how much money they were making from the job, and this further convinced him it was legitimate.

Mr S was set up with an account and started to complete film reviews on-line. After receiving an initial small credit and seeing his earnings grow, he was told he needed to make payments to the fake company to release bonus tasks to earn higher commission rates.

Mr S paid the fake company, transferring funds from his Barclays bank account (using his card) to digital wallets with Company S (an international money transfer company) and Company N (a digital wallet and online payment service).

Mr S made the following 11 payments to the fake company totalling £9,535.99:

No.	Date	Time	Payment Type	Payee	Amount paid
1	07/03/2025	13:42	Card	Company N	£103.99
2	08/03/2025	13:39	Card	Company S	£300.00
3	08/03/2025	14:05	Card	Company S	£113.00
4	08/03/2025	15:48	Card	Company S	£44.00
5	09/03/2025	11:35	Card	Company S	£200.00
6	09/03/2025	11:56	Card	Company S	£293.00
7	09/03/2025	12:12	Card	Company S	£629.00
8	09/03/2025	12:50	Card	Company S	£1,744.00
9	09/03/2025	13:04	Card	Company S	£4,710.00
10	09/03/2025	13:35	Card	Company S	£1,795.00
11	09/03/2025	14:16	Card	Company N	£1025.00

12	11/03/2025	n/a	n/a	Refund	- £1025.00
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Mr S was led to believe he had earned approximately £25,000 and to release his earnings he needed to pay larger amounts of money to the fake company. He was pressured by the scammer into thinking he would lose his earnings if he didn't make payments. Also, they told him to tell his bank the payments were for friends and family to avoid them being blocked.

The final payment Mr S attempted to make to the scammers was for £1,025 on 9 March 2025 and this was blocked by Barclays. Their fraud and scam agent became suspicious about the payment reason Mr S gave (sending money to a relative abroad due to an emergency) and his answers to her questions, so she blocked his card and asked him to attend a branch. Mr S says the scammers encouraged him to stick to the same cover story and it was at this point he realised he had been scammed.

Mr S complained to Barclays seeking a refund as he considers they were negligent and should've done more to protect him and stop his loss.

Barclays accepted that they should've intervened from payment number 8 (for £1,744) as at this point the transactions became out of character, and they considered that this would've prevented Mr S's losses from that point (payments 8 to 10 totalling £8,249).

However, they also considered Mr S should accept 50% liability and offered him a refund of £4,124.50 plus 8% compensatory interest. In addition, they offered Mr S £200 compensation for distress and inconvenience.

Mr S escalated his complaint to our service as he considers a partial refund to be unfair.

Our investigator considered that Barclays' offer was fair and reasonable.

As Mr S remains dissatisfied his complaint has been passed to me to consider.

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, my decision is to not uphold this complaint, and I'll explain why.

I should first say that:

- I'm very sorry to hear that Mr S has been the victim of this cruel job scam and lost a significant amount of money here.
- The APP Scam Reimbursement Rules, which were introduced by the Payment Systems Regulator in October 2024 for customers who have fallen victim to an APP scam, unfortunately don't apply to card payments. However, I considered the Payment Services Regulations 2017 (PSR) and Consumer Duty introduced in July 2023.

PSR

Under the PSR and in accordance with general banking terms and conditions, banks should execute an authorised payment instruction without undue delay. The starting position is that liability for an authorised payment rests with the payer, even where they are duped into making that payment. There's no dispute that Mr S made the payments here, so they are considered authorised.

However, in accordance with the law, regulations and good industry practice, a bank should be on the look-out for and protect its customers against the risk of fraud and scams so far as is reasonably possible. If it fails to act on information which ought reasonably to alert a prudent banker to potential fraud or financial crime, it might be liable for losses incurred by its customer as a result.

Banks do have to strike a balance between the extent to which they intervene in payments to try and prevent fraud and/or financial harm, against the risk of unnecessarily inconveniencing or delaying legitimate transactions.

So, I consider Barclays should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks such as anti-money laundering and preventing fraud and scams.
- Have systems in place to look 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 banks are generally more familiar with than the average customer.
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases declined to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.

Consumer Duty

From July 2023 Barclays had to comply with the Financial Conduct Authority's "Consumer Duty" which required financial services firms to act to deliver good outcomes for their customers. Whilst the Consumer Duty does not mean that customers will always be protected from bad outcomes, Barclays was required to act to avoid foreseeable harm by, for example, operating adequate systems to detect and prevent fraud.

Barclays was also required to look out for signs of vulnerability. However, although Mr S refers to how he was feeling vulnerable at the time of the scam, I can't see that he made Barclays aware of this and explained potential impacts.

Barclays accept they should've done more to protect Mr S from financial harm. Upon reflection they've identified that they should've put a fraud and scam intervention in place at an earlier point – payment number 8 rather than 11. However, Mr S thinks they should've done more sooner, such as blocking his account. Also, most of Mr S's loss occurred from payment 8 and he thinks a partial refund is unfair.

So, I considered both the intervention trigger and liability points.

Should the intervention trigger point have been earlier than payment number 8?

Having looked closely at all the payments (see above table) prior to payment number 8, I wouldn't have expected the trigger point for an intervention by a fraud and scam agent, where they probe the payment and issue warnings, to have occurred earlier than this payment. This is because:

- A. Barclays process thousands of payments each day and, as mentioned above, they have to strike a balance between the extent to which they intervene in payments to try and prevent fraud and/or financial harm.
- B. Although payment one, for £103.99, would carry a higher-than-normal risk it isn't unusual for consumers to move money online or invest in cryptocurrency and it is common for them to use such companies. So, as this was the only Company N

payment of the first eight, I wouldn't have expected Barclays to intervene for this small payment.

- C. Payments 2 to 4 were to a legitimate company that processes international payments and were also for small amounts and although these three amounts (£300, £113 and £44) were on the same day I don't think they would've stood out as unusual or suspicious and, at this stage, a pattern of a high velocity of regularly increasing payments, which is a hallmark of scams, hadn't materialised. Also, all three payments were within range of Mr S's normal spend.
- D. The pattern described above (bullet point C) did start to emerge on 9 March 2025. Payment 5 and 6 (£200 and £293) were higher than the previous day but still within Mr S's normal spending pattern and payment 7 was only slightly higher than one of Mr S's largest payments. But payment 8 (£1,744) was a higher amount than Mr S would normally spend, the fourth payment in less than two hours and I think the velocity and amount would've been clear indicators that Mr S could potentially be at risk of a scam and financial harm.

So, having considered the above points, I would've also expected payment 8 to be the trigger point here. Furthermore, I think the pattern would've been an indicator of a potential job scam and, upon intervention, I think it likely the scam would've been unraveled due to a combination of probing and warnings about common scams, such as job scams, and how they work.

Having established that Mr S's losses from payment number 8 could've been prevented I then considered whether:

Is it fair for liability to be split between Barclays and Mr S and for 50% of the refund amount to be deducted?

There's a general principle that consumers must take responsibility for their decisions. With this in mind, I considered whether Mr S did enough to protect himself from the scam.

Although I recognise how convincing these cruel scammers are and I appreciate the personal difficulties Mr S was facing at the time, I don't think he did enough. I think he ought reasonably to have had concerns about the legitimacy of the job offered given the high salary for low hours and very basic tasks. Also, a requirement to send funds through other companies to acquire the profits he'd supposedly earned. In addition, it was an unsolicited job offer via a messaging service app and not receiving a formal contract should've been seen as very unusual and warranted him to exercise greater caution and do more research. Furthermore, he was paying more money to the scammer than he was receiving back, and an employer was asking him to deceive his bank.

Considering the above, I'm satisfied that there is contributory negligence here. So, I think it is fair and reasonable for Barclays to share liability where they and the customer are equally at fault for the loss.

Regarding the £200 compensation payment made by Barclays, as the main distress and inconvenience here has been caused by the cruel scammers, and not Barclays, I consider this amount to be both fair and reasonable.

Regarding efforts to recover Mr S's loss. For those payments made to the scammer by card to his account with a crypto exchange and then onto the scammer, I don't think Barclays could've been expected to recover the funds. This is because the goods and service were rendered, and no funds would've remained.

In conclusion, I recognise Mr S has been the victim of a cruel scam and I'm very sorry he's lost this money. I realise the outcome of this complaint will come as a great disappointment but, for the reasons I've explained, I think Barclays offer is fair and reasonable, so I won't be upholding this complaint and asking them to make any further refund or compensation payment.

My final decision

For the reasons mentioned above, my final decision is that I'm not upholding this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 September 2025.

Paul Douglas
Ombudsman