

## **The complaint**

Mr A complains Barclays Bank UK PLC ("Barclays") hasn't refunded money he said he lost as the result of a scam.

## **What happened**

Both parties are familiar with the circumstances of the complaint, so I'll only summarise the details here.

Mr A told us he was looking online for a job to supplement his income, having found what he thought was a credible opportunity he enquired and was contacted via a messaging service. Mr A said he understood the job involved completing 38 'rating' tasks for apps each day and would earn commission. He said he was added to a group chat and was able to make a withdrawal early in the scam which made it seem legitimate. Mr A explained some tasks known as super deals, required him to deposit funds which needed to be done before he could withdraw his commission. As things continued, he received more super deals and the deposit amounts increased. He said the scammer encouraged him to continue to make deposits to unlock further commissions.

Mr A said he began to find it suspicious that a genuine job would require such deposits and that the displayed earnings in his account seemed unrealistic and when he continued to be unable to withdraw further funds, he realised he'd been scammed.

Mr A complained to Barclays, and his complaint wasn't upheld. Unhappy with Barclays' response, he raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn't uphold it.

As an 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm sorry that Mr A has been the victim of a scam. I realise he's lost a meaningful sum of money, and I don't underestimate the impact this has had on him. However, just because a scam has occurred, it doesn't mean he is automatically entitled to recompense by Barclays. It would only be fair for me to tell Barclays to reimburse Mr A for his loss (or a portion of it) if I thought Barclays ought reasonably to have prevented all, or some, of the payments Mr A

made, or if I believed Barclays hindered the recovery of the payments Mr A made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

In broad terms, the starting position at law is Barclays are expected to process payments and withdrawals that a customer authorises it to make. I appreciate that Mr A didn't intend for his money to end up in the hands of a scammer but as he authorised the payments in question here under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. However, there are some situations when Barclays should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the 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 - Barclays should fairly and reasonably:

- Have been monitoring accounts 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 payment service providers are generally more familiar with than the average customer.
- In some circumstances, take additional steps, or make additional checks, before processing a payment, or in some cases decline it altogether, to help protect customers from the possibility of financial harm from fraud.
- 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.

So, I've thought about whether the transactions should have highlighted to Barclays that Mr A might be at a heightened risk of financial harm from fraud.

Looking at the payments individually and in combination I don't think they ought to have concerned Barclays that Mr A was potentially falling victim to a scam. I don't find that any of the individual payments were so significant in value that Barclays ought to have been suspicious and intervened. Nor do I think that a clear scam pattern was evident. The destination of the payments were legitimate money transfer services which will also have been reassuring to Barclays. I therefore think it was reasonable for Barclays to process the payments in-line with Mr A's instruction to do so.

Even if Barclays had intervened, and I'm not saying I think it should have, I'm not persuaded an intervention would have prevented Mr A from making the payment or uncovered the scam. The communications between Mr A and the scammer show he was coached during an intervention by one of the money transfer services. This resulted in him giving an incorrect payment purpose which more likely than not, impacted the intervention. I don't think Mr A was intentionally trying to mislead the money transfer service or fully understood the impact giving an incorrect payment purpose would have. I think he trusted the scammer and was under their spell, believing the job was legitimate. But given that he followed the scammers guidance, which was provided in real time during the intervention, I'm satisfied that if Barclays had intervened Mr A was under the scammer's spell to such a degree that the scammer would have also guided him through any intervention from Barclays and prevented the scam from being uncovered.

I've also considered the Contingent Reimbursement Model which Barclays is a voluntary signatory of. The code doesn't cover card payments and so isn't relevant here.

### *Recovery*

I've thought about whether there's anything else Barclays could have done to help Mr A — including if it took the steps it should have once it was aware that the payments were the result of fraud.

After the debit card payments were made, the only potential avenue for recovery of the payment would have been through the chargeback scheme. The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. Barclays is bound by the card scheme provider's chargeback rules. Whilst there is no 'right' to a chargeback, I consider it to be good practice that a chargeback be raised if there is a reasonable chance of it succeeding. But a chargeback can only be made within the scheme rules, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid, and potentially succeed. Time limits also apply. Unfortunately, the chargeback rules don't cover scams.

I'm sorry to disappoint Mr A further, but I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Barclays needs to refund Mr A's money or pay any compensation. I realise this means Mr A is out of pocket and I'm really sorry he's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 November 2025.

Charlotte Mulvihill  
**Ombudsman**