

The complaint

Mrs B is unhappy Barclays Bank UK PLC (“Barclays”) hasn’t reimbursed her after she fell victim to a scam.

What happened

The details of this complaint are well known to both parties, so I won’t go into too much detail again here. However, in summary, Mrs B has been the victim of a scam. She was tricked into making a card payment over the telephone to someone who purported to be a travel agent she had an existing booking with. Unfortunately, and unbeknown to Mrs B at the time, she was actually dealing with scammers.

Mrs B now feels that Barclays should offer her a refund of the amount lost as although she authorised the payment, she didn’t intend for the funds to go to scammers.

Barclays doesn’t agree that it could have done anything more than it did to protect Mrs B from the scam. So, it doesn’t think it should be liable to pay her a refund now. It said the payment hadn’t raised any suspicions at the time it was made and it was unlikely that it would’ve been possible to retrieve Mrs B’s funds via the chargeback process as it was likely the funds had been used to purchase a genuine service – albeit for someone else rather than Mrs B.

Mrs B disagreed with what Barclays said and brought her complaint to this service. One of our investigators looked into things.

Our investigator didn’t uphold the complaint. They agreed with Barclays that there wasn’t anything about the payment that meant Barclays should’ve questioned it at the time and it was unlikely there was anything Barclays could’ve done to recover Mrs B’s funds.

Mrs B still wanted to pursue her complaint so it 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.

In deciding what’s fair and reasonable, I’m required to take into account 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.

I’m really very sorry to hear about what’s happened to Mrs B. I have significant sympathy for the situation she has found herself in and I know being the victim of this scam has had a negative impact on her financial situation. But having thought very carefully about what she’s

told us happened at the time and Barclays' actions, I don't think it would be fair and reasonable for me to hold Barclays liable for her loss. I'll explain why.

It is accepted that Mrs B authorised the scam payment herself. So, although she didn't intend the money to go to the scammers, under the Payment Services Regulations and the terms and conditions of her account, Mrs B is presumed liable for her loss in the first instance.

Where a valid payment instruction has been received, Barclays' obligation is to follow the instructions that Mrs B has provided. However, there are circumstances where it might be appropriate for Barclays to take additional steps or make additional checks before processing a payment in order to help protect its customers from the possibility of financial harm from fraud. An example of this would be when a payment is sufficiently unusual or uncharacteristic when compared with the usual use of the account.

In such circumstances, I'd expect Barclays to intervene and ask some questions about the intended payment before processing it. So, I've first thought about whether the card payment Mrs B made could be considered out of character and unusual when compared with her usual account activity.

I've reviewed Mrs B's account statements for the months leading up to the scam, and I don't think the payment was remarkable enough for it to have stood out to Barclays and to have prompted further discussion. I'll explain why.

Mrs B made one payment as part of the scam from her Barclays account which amounted to £701.90. The payment is for a relatively modest amount and it isn't inherently suspicious when considering that it is quite common for customers to process transactions up to this amount on a daily basis. So, overall, I'm not satisfied that the scam payment should have stood out or looked so unusual when compared to Mrs B's genuine account activity that it should've prompted further checks by Barclays before it was allowed to leave this account.

I have to stress that, at the time, Barclays wouldn't have known that Mrs B was making a payment at the request of a scammer. It is now only with the benefit of hindsight that we know that the payment was being made as the result of a scam. Banks have to strike a balance between processing payments as per their customer's instructions and monitoring accounts for unusual and potentially harmful activity. And I don't think it would be fair to say that Barclays should've identified the payment Mrs B made as suspicious enough to warrant further checks.

I've also thought about whether Barclays could've done more to help Mrs B once it was notified of the scam but I don't think it could. It was possible for Barclays to raise a chargeback claim in relation to the scam payment but these claims are unlikely to be successful in scam situations like the one Mrs B found herself in. In Mrs B's case, it appears that the funds went to a genuine merchant. So, I think it's likely that a genuine service was bought and paid for, albeit for the benefit of the scammer, rather than Mrs B. Ultimately this means that any chargeback claim would've likely been unsuccessful. So, I don't think it was likely that Barclays would've been able to recover Mrs B's funds.

Finally, I want to say again that I am very sorry to hear about what has happened to Mrs B. But at the same time, I don't think her loss was caused by any specific failing on behalf of Barclays. The fault here lies with the cruel and callous acts of the scammers themselves.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 October 2025.

Emly Hanley Hayes
Ombudsman