

## The complaint

Mr M complains that Barclays Bank UK PLC won't refund all the money he lost 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 M was looking for a remote job on the internet, and he became interested in a commission-based role that he saw. After expressing an interest in this job on his messaging app, he was contacted by a representative (a scammer) who worked for (fake) Company C.

Mr M was recruited, trained, introduced to co-workers and an account was created for him on a Company C platform, all of which made him think the job was legitimate.

The job appears to have been completing simple review tasks, aimed at boosting search engine optimisation, to earn high commission rates. After completing a set of tasks, the next set attracted more commission but created a negative balance. To be able to continue with the job and earn higher commission Mr M then found it necessary to pay Company C.

Mr M borrowed money from family and friends and paid the scammers:

- £11,295.97 from his account with Barclays – making 14 payments between 13 and 16 May 2025
- £10,905.98 from his Bank H account – making 6 payments between 13 and 16 May 2025

From these two bank accounts he was told to pay individuals via the following international payment companies:

- Company R – which he already had an account with
- Company TS
- Company TG
- Company W

He made the following payments from his Barclays account:

Payment Number	Date	Time	Payment Type	Payee	Amount
1	11/5/2025	12:44	Card	Mr M's account with Company R	£50
2	11/5/2025	13:38	Card	Mr M's account with Company R	£57
3	12/5/2025	11:39	Card	Mr M's account with Company R	£200
4	12/5/2025	12:17	Card	Mr M's account with Company R	£500

5	12/5/2025	14:03	Card	Mr M's account with Company R	£1592.99
6	12/5/2025	17:40	Card	Mr M's account with Company R	£2502.99
7	12/5/2025	21:36	Card	Mr M's account with Company R	£2002.99
8	13/5/2025	22:28	Card	Mr M's account with Company TS	£500
9	13/5/2025	22:30	Card	Mr M's account with Company TS	£400
10	13/5/2025	22:34	Card	Mr M's account with Company TS	£490
11	14/5/2025	15:38	Card	Mr M's account with Company TS	£500
12	15/5/2025	10:58	Card	Mr M's account with Company TS	£900
13	15/5/2025	11:00	Card	Mr M's account with Company TS	£900
14	16/5/2025	11:14	Card	Mr M's account with Company W	£700
Total					£11,295.97

Mr M was led to believe that he had earned approximately USD32,000 in commission. But in order to withdraw this, he was further tricked into paying large fees including government tax and this is when he started to realise that he'd been scammed.

Mr M contacted his banks seeking a full refund and compensation as they didn't intervene, on what he considered to be unusual same day payments, and stop him being scammed. He was also dissatisfied with Barclays' complaint handling service as duplicate letters caused additional distress.

He received the following refunds:

- £5,244.49 from Barclays:
  - This related to 10 of the 14 payments they processed and was for 50%.
  - This is because they thought they could've done more to protect Mr M. Also, that Mr M could've done more to protect himself/
- £1,000 from Bank H:
  - This related to payment 6 for £2,000 only and was 50%.
  - This is because they thought they could've done more to protect Mr M from this payment only. Also, that Mr M could've done more to protect himself.

Mr M was dissatisfied with these partial payments and escalated his complaints about both banks to our service.

But our investigator thought the resolutions / refunds were fair and reasonable.

Mr M disagreed with the investigator's view on his Barclays complaint and his points included the following:

- Barclays' warning was focused on cryptocurrency and Ponzi schemes and didn't align with the scam. The scam was presented to him as a genuine employment opportunity with a structured process, daily tasks, and promises of salary and bonuses. At no point did he believe he was investing in cryptocurrency or similar schemes.
- The scam was sophisticated, and the scammers applied psychological manipulation and pressure leaving him unable to think clearly or assess the risks rationally.
- He was in a highly vulnerable position at the time, emotionally and financially, due to family commitments and pressures. And the scammers exploited this.

As Mr M remains dissatisfied his complaints have been referred to me to look at.

### **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 the same as that of our investigator, which is to not uphold this complaint. And I'll explain why.

I should first say that:

- I'm persuaded by Mr M's submissions and transactions that a scam has occurred here and I'm very sorry that he's lost a significant amount of money in this cruel job scam.
- Although I've read and considered everything Mr M has said, I won't be responding to every point individually. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.
- In making my findings, I must consider the evidence that is available to me and use it to decide what I consider is more likely than not to have happened, on balance of probabilities.
- I'm satisfied that the APP Scam Reimbursement Rules, introduced by the Payment Systems Regulator in October 2024, for customers who have fallen victim to an APP scam, don't apply to card payments and / or payments where the account is under the control of the customer.
- With regards to recovery, Mr M's funds were sent to the scammers via international payments to individuals, so unfortunately there was no realistic opportunity for Barclays to recover them. Also, unfortunately card chargeback rules don't cover scams.
- The Payment Services Regulations 2017 (PSR) and Consumer Duty are relevant here.

#### **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 M 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 made 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

Also, 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 M has explained his vulnerability at the time, I can't see any evidence that, prior to this scam, he'd made Barclays aware of his difficulties and required banking support.

Even though Barclays have provided information that Mr M misled them when they intervened at 20:09 on 12 May 2025, they have accepted that they *'missed an opportunity to intervene and provide an effective warning'* – upon payment 5 – and they therefore *'have liability in the scam proceeding'*. So, what's left for me to decide here is whether:

- They should've intervened on the payments they excluded – payments 1 to 4 – and also make refunds.
- It was fair and reasonable for them to make a refund deduction because:
  - Mr M confirmed that he *'did not complete any due diligence checks prior to proceeding with the scam'*.
  - They *'feel as though there were many red flags missed throughout the scam journey. A few of those would be no onboarding/interview process, paying for employment tasks and no returns on payments made'*.

### Payments 1 to 4

Although payments 1 and 2 (on 11 May 2025) and 3 and 4 (on 12 May 2025) were made within one hour of each other, the total amounts were relatively low – £107 and £700 respectively. Also, they were to a legitimate business and an established payee that Mr M frequently used. In addition, these payments weren't significantly larger than other payments Mr M had made in the previous twelve months and, as mentioned above, banks like Barclays have to balance the prevention of financial harm against the risk of unnecessarily inconveniencing or delaying legitimate transactions.

Considering the above and that a suspicious pattern hadn't yet formed, I wouldn't have expected to have seen an intervention here.

Barclays accept they should've intervened on payment 5 as it was out of character. It isn't clear if they are referring to the amount, that is higher than normal, or that it was the fifth payment in just over one hour and a concerning pattern was starting to develop as each payment was increasing in value. However, I also wouldn't have expected to have seen an intervention until payment 6 (as Mr M frequently used Company R and a pattern was developing at payment 5), but I can understand Barclays identifying this as a trigger point for them to intervene.

I think that, on balance of probabilities, the strongest type of intervention – a human intervention by a fraud and scam agent who would ask probing questions - wouldn't have unravelled the scam. This is because there is evidence (including his testimony) that Mr M was under the scammers' spell, being heavily coached, sharing information on payment interventions and following their instructions – misleading Barclays (when they did intervene on an attempted crypto payment) by telling them he was trading. Also, at the point Barclays say they should've intervened he was paying Company R who he regularly used to send money overseas. So, I think it more likely than not that he would've given an agent a plausible cover story for international payments and they probably wouldn't have become suspicious.

However, although I think it unlikely, there is a possibility that an agent may have given educational information on job scams. So, I think Barclays' decision to pay a refund, only from payment 5, was both fair and reasonable.

I then considered whether it was fair and reasonable for Barclays to make a 50% deduction from the amount they thought they should refund.

### *Contributory Negligence*

There's a general principle that consumers must take responsibility for their decisions. Although I recognise how convincing the scam was and how the scammers' manipulation and pressure tactics affected Mr M's thinking, I think he could've done more to protect himself.

I think Mr M ought reasonably to have had concerns about the legitimacy of the job offered given the very high commission (USD25,000) in such a short space of time for basic tasks. Also, a requirement to send funds to the supposed employer via individuals through different international payment companies and mislead banks. In addition, not receiving a formal contract should've been seen as very unusual and warranted him to exercise greater caution and do more research before commencing.

Furthermore, whilst I appreciate Mr M was under the spell of the scammer and coached to mislead them, and I in no way blame him, had he been open with Barclays when they intervened after payment 5, I think it more likely than not that his loss could've been prevented through job scam education.

So, I'm sorry to disappoint Mr B but in a situation like this, where both the customer and the business are equally at fault, I think it is only fair and reasonable for liability to be shared.

Regarding Mr M's request for compensation for distress and inconvenience, given he believes Barclays ought to have prevented his loss and made complaint handling errors, I don't think it would be fair and reasonable to require them to make such a payment. This is because:

- The distress and inconvenience has been caused by the cruel scammer, rather than Barclays.
- I'm not persuaded that Barclays caused Mr M's loss.
- We're all inconvenienced at times in our day-to-day lives, and a certain level of frustration and minor annoyance (such as duplicate letters and delayed correspondence) is expected.

So, having considered all the information on file, although I genuinely empathise with Mr M's financial loss and distressing experience, for the reasons mentioned above I'm not upholding this complaint.

**My final decision**

For the reasons mentioned above, my final decision is not to uphold this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 January 2026.

Paul Douglas  
**Ombudsman**