

The complaint

Mrs H complains that Barclays Bank UK PLC won't refund the money she 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.

Mrs H was searching for a remote job for a family member. In January 2024, she received a text from a scammer, who pretended to be a legitimate recruiter. The scammer asked Mrs H if she was interested in an online commission-based job with Company C (an impersonation of a legitimate company).

The job was completing basic reviews, aimed at boosting movie ratings, for high commission. Mrs H was recruited, and she was led to believe that she could become an agent and then introduce the job to her family member.

Mrs H received some training and was added to a realistic group chat with what she thought were other employees. An account was created for her on a Company C platform and, after completing initial sets of tasks and receiving a few credits, higher earning tasks became available. However, for these more attractive tasks there was a requirement for Mrs H to continuously credit her account with funds.

The scammers guided Mrs H on how to make payments and what to say if any of the banks or financial firms intervened.

The small credits made the job seem authentic and Mrs H made payments to a number of individual payees from legitimate / regulated Electronic Money Institute (EMI) Firms W and R.

Mrs H had an account with Firm W which she used between 4 January and 23 January 2024. To be able to send larger amounts, she was told to open a Firm R account and made further payments between 23 January and 28 January 2024. To credit these two EMI's she used funds from her accounts with Barclays (business account), Bank M and Bank H.

From her Barclays business account, she transferred £2,918 to Firm R (by card payment) on 23 January 2024. Mrs H attempted another (higher) payment from her Barclays account on 27 January 2025, but this was blocked.

The scammers wouldn't release any of Mrs H's funds unless she paid them a fee, so Mrs H felt under pressure to listen to the scammers and continue to make payments. Mrs H realised this was a scam as despite paying more and more money she wasn't able to withdraw her earnings and funds.

Mrs H's losses were £8,771.56 through Firm R and £4,964.29 through Firm W and she submitted complaints to these two firms and her three banks as she feels they didn't protect her from financial harm.

Barclays rejected Mrs H's refund claim for £2,918. They said the payment wasn't unusual or out of character and the Contingent Reimbursement Model (CRM) voluntary code didn't apply due to the payment being sent to another account in her name.

Mrs H brought her complaint to our service, but our investigator didn't think Barclays did anything wrong.

As Mrs H remains dissatisfied her complaint has been passed 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 to not uphold this complaint. And I'll explain why.

I should first say that:

- I'm very sorry to hear that Mrs H has been the victim of this cruel job scam.
- Although the voluntary CRM code was in place in 2024, and Barclays were signed up to it, as the payments were made to an account in Mrs H's own name unfortunately the payment Mrs H made isn't covered.
- Regarding recovery, as the payment went to Firm R and then to a scammer who emptied the account, I don't think Barclays could've been expected to recover her funds.
- The Payment Services Regulations 2017 (PSR) and Consumer Duty 2023 apply 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 Mrs H made the payment here, so it is 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 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 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 (FCA'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. Also, recognise signs of vulnerability.

With the above in mind, I considered whether:

Barclays should've recognised that Mrs H's business was at risk of financial harm when she made a payment for £2,918 to Firm R on 23 January 2024

I analysed Mrs H's business account and noted that, prior to and post the scam, large payments (£10,000 or more) would be regularly made with annual payments for approximately £19,000 leaving the account in both August 2023 and 2024. Also, a business account would expect to see such sizeable payments and an amount for £2,918 would have little impact on a sizeable balance.

So, although I have genuine sympathy for Mrs H's financial loss and the impact the scam has had on her, I'm not persuaded that a payment of £2,918 should've been seen as unusual or out of character and caused Barclays to be suspicious or concerned that the company and / or Mrs H was at risk of financial harm.

Also, banks like Barclays process thousands of payments each day and, as mentioned above, have to balance when to intervene so they don't cause a delay to legitimate transactions. In addition, when assessing the level of risk, Barclays would've likely taken into consideration that the payment was going to another regulated firm, who would have a better picture of subsequent payments.

For the above reasons, I don't think it would be reasonable to have expected Barclays to have intervened.

It isn't clear what triggered an intervention on 27 January 2024, when Mrs H tried to make a further higher amount payment to Firm R for £5,000 or £5,500. It may have been a second payment to Firm R (a new payee) within a week. However, although the payment wasn't represented after the block and I appreciate the pressure Mrs H was under to make the payments and get her money back, I noted that when Barclays did intervene Mrs H was coached to mislead Barclays. This included her saying:

- She regularly used firm R to send money back home to her account in Country I.
- She was going to invest in property in Country I.
- No one had asked her to make the payment.
- No one had told her what to say to Barclays about the payment.

So, even if Barclays had intervened on the £2,918 payment, I think it more likely than not Mrs H would've given the same misleading answers. I recognise she was influenced and coached by the scammers but I'm not persuaded that any intervention would've unravelled the scam or stopped the payment.

Having considered the above and all the information on file, although I genuinely sympathise with Mrs H situation and loss, I wouldn't have expected Barclays to have intervened here, and I don't think they are liable. So, I'm sorry to disappoint Mrs H but I'm not upholding this complaint against Barclays Bank UK PLC.

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 Mrs H to accept or reject my decision before 17 December 2025.

Paul Douglas
Ombudsman