

**The complaint**

Mr and Mrs J are unhappy that Barclays Bank UK PLC won't reimburse them in full for the money they lost when they fell victim to a scam.

**What happened**

The details of this complaint are well known to the parties involved, so I won't repeat them all here. But, in summary, Mrs J received a call from someone claiming to be a police officer. They told her that all of she and Mr J's money from their Barclays account had been taken by fraudsters, and that the police needed Mr and Mrs J's help with their investigation. Mrs J was told to call Barclays and to call 999 to check what she had been told. Unfortunately, and unknown to her at the time, Mrs J was actually speaking with fraudsters.

Believing that she was genuinely dealing with the police, and that she needed to do exactly as she was told to avoid alerting the criminals, Mrs J used her Barclays debit card to purchase foreign currency at two locations. Her first attempt was unsuccessful as her card was blocked by Barclays, but Mrs J called Barclays to unblock the card and was then able to proceed with payments for foreign currency totalling £7,005.97.

Mrs J was told that this currency was counterfeit, and that she needed to hand it over to a courier the police would send. Once she had done this, and had some time to think, Mrs J realised that what she had been told did not add up, and called the police, who told her she had been the victim of a scam.

Mrs J contacted Barclays to let it know what had happened. Barclays said that, as the transactions were card payments, Mr and Mrs J were not automatically entitled to a refund under any of the relevant industry guidance. But Barclays did agree that it could have done more to protect Mr and Mrs J when it spoke to them after Mrs J's card was blocked, so it agreed to refund part of the loss. It did though feel that Mr and Mrs J should also share responsibility here as it did not consider they did enough to protect themselves from this scam. As a result, Barclays refunded 50% of Mr and Mrs J's loss (£3,502.99), plus interest, it also paid them £150 to recognise that it could have handled their scam claim better.

Unhappy, Mr and Mrs J referred the matter to our service. One of our Investigators looked into the complaint. Overall, they considered that Mr and Mrs J should not share responsibility for the loss here, given the details of the scam. So, they recommended Barclays refund the remainder of Mr and Mrs J's losses, plus interest.

Mr and Mrs J accepted the Investigators findings, but Barclays disagreed. It maintains that responsibility for the loss should be shared as it considers that there were red flags which should have indicated to Mr and Mrs J that all was not as it seemed.

As no agreement could be reached, the case has now been passed to me for a 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.

Having done so I've reached the same conclusions as our Investigator, and for the same reasons.

It's not disputed that Mrs J authorised the payments that are in dispute here. So as per the Payment Service Regulations 2017 (which are the relevant regulations in place here) that means Mr and Mrs J are responsible for them. That remains the case even though they were the unfortunate victims of a scam.

Because of this, Mr and Mrs J are not automatically entitled to a refund. But the regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams.

Barclays has agreed here that it could have done more to protect Mr and Mrs J from this scam, and so has accepted some liability for their loss. The question that I must then go on to consider is whether it is also fair for Mr and Mrs J to bear some responsibility for their loss here by way of contributory negligence, but I don't think they should.

Mr and Mrs J fell victim to a sophisticated and manipulative scam. Mrs J has told us that she was directed to call 999 to check that she was really speaking to the police, and did as instructed. It's not clear if Mrs J actually called 999 or if the scammers used deception to make her believe she had (such as staying on the landline and making her think that she had started a new call) but whatever the circumstances it is clear that Mrs J sincerely believed that she was speaking with a police officer. And so, all the actions she went on to take must be seen in light of that sincerely held belief. In addition, Mrs J has said the scammers told her to call Barclays to check what they had told her about the money being cleared from her and Mr J's account, and again she sincerely believed she had spoken to Barclays to check this.

So, in the circumstances of the scam – including the real fear that they might lose a significant amount of money – I can understand why the fraud went undetected by Mr and Mrs J.

With the benefit of hindsight, there may have been some 'red flags' that Mr and Mrs J could've picked up on, particularly if they'd had more time to think. But the scam took place over a short period of time and in the heat of the moment, in a pressured situation. This is of course a deliberate tactic by the fraudsters to create fear – likely in the hope it would disrupt Mr and Mrs J's thinking and make them more compliant.

With all this in mind, on balance, I'm satisfied that in the circumstances Mr and Mrs J's actions were not unreasonable.

So, overall, I am satisfied that Barclays could have taken steps to prevent Mr and Mrs J's loss. I am also satisfied that Mr and Mrs J should not share responsibility for that loss. So, I consider that Barclays should refund Mr and Mrs J's loss in full, minus any amounts already refunded.

### **Putting things right**

To resolve this complaint Barclays should:

- Refund the remaining loss – totalling £3,502.98
- Pay 8% simple interest per annum on that refund from the date the payment debited Mr and Mrs J's account to the date of settlement

### **My final decision**

I uphold this complaint. Barclays Bank UK PLC should put things right in the way I've set out above.

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

Sophie Mitchell  
**Ombudsman**