

The complaint

Mr J complains that Barclays Bank UK PLC won't refund all the money he lost as the result of a scam.

What happened

Mr J was looking for work. He saw an advert online for an opportunity for a task-based job, which involved reviewing and rating companies' apps. Mr J provided his name and contact details. He was then contacted on WhatsApp by someone who claimed to be from a genuine company ("C"). They told Mr J he could earn £200 to £300 per day. Unfortunately, that person ultimately turned out to be a scammer, and I'll refer to them as "the scammer" in this decision, even though I appreciate that Mr J didn't realise that that's who he was dealing with at the time.

On the scammer's instruction, Mr J set up an account on the scammer's platform. After he'd completed a number of tasks, the scammer asked him to pay £75 to top up his account. Mr J says he didn't want to do this, but the scammer assured him that he'd get the money back. The scammer instructed Mr J to download a money transfer app ("T") to make the payments. Mr J was told that he'd already earned £200 commission. At the scammer's suggestion, he withdrew £100.

The following day Mr J completed further tasks. But the scammer quickly asked him to make further payments. Reassured by the fact that he'd earned money the previous day, and had been able to withdraw money, Mr J believed the request to be legitimate and made further payments. But the scammer started asking him for more and more money, and Mr J had to borrow from family members to make the requested payments.

When Mr J tried to withdraw some money that evening, the scammer told him he'd need to wait until the following day. They told him they'd credit his account with money, which would enable him to finish his tasks. But when Mr J tried to make a withdrawal the next day, the scammer told him that he'd need to complete more tasks and pay more money before he could withdraw. At that point Mr J realised he'd been scammed. He stopped communicating with the scammer and reported the scam to Barclays.

In all, Mr J made 21 debit card payments to T and another money transfer service in a period of less than 30 hours. The payments ranged in value from £75 to £900. The total was £12,115.

Although Barclays contacted Mr J when he made the fourth payment, it acknowledged that it could have intervened more effectively. So it offered to refund Mr J from the fourth payment onwards. But it was only willing to refund half of the value of those payments. This was because it considered that Mr J had missed warning signs that should have alerted him to the possibility that he was being scammed.

Mr J believes that it's unfair that Barclays didn't refund the full amount.

One of our investigators considered the complaint, but didn't think Barclays should be

required to do more than it had already done. In brief, the investigator thought that Barclays should have been concerned enough about the pattern of payments to intervene when Mr J made the seventh payment. But they thought that there were several red flags that Mr J had missed. So they thought it was fair to hold him jointly responsible with Barclays. So the investigator said that they considered Barclays should be responsible for 50% of the payments from the seventh payment onwards. As Barclays had already refunded more than this, it couldn't reasonably be required to do more.

Mr J didn't agree with the investigator's view, so the complaint's 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 sorry to disappoint Mr J, but having done so, I'm not requiring Barclays to do anything further.

I've set out the background to this complaint in less detail than the parties and I've done so using my own words. I'm not going to respond to every individual point made by the parties. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. It's just that I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Barclays has accepted that it should have intervened when Mr J made the fourth payment, and that this might have prevented further loss to the scam. It has reimbursed 50% of the value of the payments Mr J made from the fourth payment onwards. So the remaining issues I need to decide are whether it would be fair to require Barclays to reimburse any of the first three payments, or to require it to pay more than the 50% it's already paid of the fourth payment onwards.

It's not in dispute that Mr J has fallen victim to a cruel scam, and I was sorry to learn of this. It's also common ground that the payments made to the scam were 'authorised'. Mr J knew he was sending money to his accounts with the transfer services. So even though he didn't intend the payments to end up with a fraudster, the payments were 'authorised' under the Payment Services Regulations. Barclays had an obligation to follow the payment instructions it received, and Mr J is presumed liable for his loss in the first instance. But that's not the end of the story.

In deciding what's fair and reasonable, I'm required to take into account relevant law and regulations, regulators' rules, guidance, standards and codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Taking those things into account, I think that at the time the payments were made, Barclays should have been doing the following to help protect its customers from the possibility of financial harm:

- monitoring accounts and payments to counter various risks, including fraud and scams;
- keeping 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) – especially given the increase in sophisticated fraud and scams in recent years, with which financial institutions are generally more familiar than the average customer;

- acting to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring that all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, regardless of the payment method used, taking additional steps, or making additional checks, before processing a payment, or, where appropriate, declining to make a payment altogether; and
- being mindful of - among other things – common scam scenarios, how fraudulent practices were evolving (including, for example, the common use of multi-stage fraud by scammers) and the different risks these can present to consumers when deciding whether to intervene.

There's a balance to be struck. Banks have obligations to be alert to fraud and scams and to act in their customers' best interests. But they can't reasonably be involved in every transaction.

The first three payments were for £75, £160 and £560 respectively. The second and third payments were made less than an hour apart. But although I recognise that they were significant amounts of money to Mr J, I don't consider that they were high enough that I can fairly say that Barclays ought to have been concerned and intervened before allowing the payments.

Barclays has already refunded 50% of all payments from the fourth payment onwards. So I'll turn now to the question of whether it's fair to require it to refund the whole, or a greater proportion, of those payments.

In thinking about this issue, I've considered what the law says about contributory negligence, as well as what I consider to be fair and reasonable in all the circumstances of this complaint.

Mr J has commented that he doesn't believe that it's fair to expect someone of his age, with no experience in remote working, to recognise and resist a scam designed to imitate types of legitimate jobs that were around. He says the scammers exploited the desire of young people to support themselves.

But even allowing for Mr J's lack of experience in remote working, I think there were a number of warning signs that might reasonably have been expected to alert him to the fact that the apparent job might not be genuine. And I think Mr J could and should have completed more checks before getting involved.

Among other things:

- Mr J doesn't appear to have received any contract or paperwork about the job;
- The earnings that Mr J was led to believe he could expect were unrealistically high for the type of work involved;
- Mr J was asked to pay money in order to carry out tasks. No genuine employer would require an employee to do this;
- Mr J has told us he only carried out an internet search on the company. If he'd checked the position more thoroughly, he'd have discovered that the job he'd been offered didn't clearly align with what C did;

- The nature of the job was unusual and implausible;
- If Mr J had searched online for information about the type of work he'd been offered, he'd have discovered multiple stories of people who'd fallen victim to scams following very similar patterns.

Taking those factors into account, I consider that Mr J could reasonably have been expected to be concerned about the authenticity of the job opportunity. And given that he ignored several red flags, I don't think it would be fair to hold Barclays solely responsible for his loss. And I think it's fair and reasonable that he should share the responsibility for his loss with Barclays.

Barclays sent £5,660 to the claims management firm that was representing Mr J at the time. That equated to 50% of the value of all but the first three payments Mr J made to the scam. It added interest of £82.37, net of tax, to the payment. That's in line with this service's approach. If Mr J requires a tax deduction certificate, Barclays should provide one.

I've thought about whether Barclays could have done more to recover Mr J's money, but I don't think it could. The payments were all made by debit card. There's a scheme called "Chargeback", which deals with disputes between card issuers and merchants. Barclays' records state that it started a chargeback, but it was closed because Mr J didn't respond to its request for information. But I'm satisfied that a chargeback claim wouldn't have had a reasonable prospect of success in any event. This is because the payments were made to legitimate transfer services, and not directly to the scammer. So the merchant here for chargeback purposes was the transfer service, which provided Mr J with the service intended: it facilitated the transfer of his money to a third party. I acknowledge that Mr J didn't intend the money to end up with a scammer, but that doesn't give rise to a valid claim under the chargeback rules.

In addition to reimbursing 50% of all payments from payment 4 onwards, Barclays paid £25 in recognition of the distress and inconvenience that Mr J had experienced. There's no doubt that Mr J has been through emotional and financial turmoil as a result of the scam. But the blame for that must be attributed to the scammer, and I don't consider that I can fairly require Barclays, which wasn't itself involved in the scam, to pay him more than it already has.

I have sympathy for Mr J. I don't underestimate the impact that the scam will have had on him, both financially and mentally. I've taken on board everything he's said about his relative youth and inexperience at the time. And I don't doubt that he was, as he has said, acting in good faith. But my role here is to decide whether it's fair to hold Barclays responsible for his loss, and if so, whether it's fair to require it to do more than it's already agreed to do. For the reasons I've set out, I don't consider that I can fairly require Barclays to do more.

My final decision

My decision is that I do not uphold this complaint, as I consider that actions that Barclays Bank UK PLC has already taken to be fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 20 March 2026.

Juliet Collins

Ombudsman