

## The complaint

Mr M is unhappy Barclays Bank UK PLC will not refund the money that he lost as the result of a scam.

## What happened

As both parties are familiar with the details of the scam, I won't repeat them here in full. In summary, Mr M fell victim to a job/task scam. He was contacted via an instant messaging service and offered the opportunity to complete a series of tasks (improving the online visibility of travel attractions) to generate increasing returns. He was told that to access the tasks he first needed to send funds using a money transfer service. When he reached his final task before receiving the promised returns, and was repeatedly asked for more money to proceed, he realised he had been scammed. He discussed this with Barclays on 23 September 2024 and formally reported the scam on 30 September 2024.

Mr M sent the following debit card payments to three different recipients using different accounts registered in his name at a money transfer service. He says at no point did he receive any warnings, alerts or contact from Barclays. It did nothing. He has lost all his savings and has had to borrow from friends and family to cover his loss. It has been very distressing.

payment	date & time	value
1	17/09/2024 12:38	£500.99
2	17/09/2024 00:00	£543.99
blocked	17/09/2024 13:14	£698.99
3	17/09/2024 13:25	£698.99
4	17/09/2024 13:45	£1,662.99
5	17/09/2024 14:40	£2,527.30
6	17/09/2024 15:11	£1,482.99
7	17/09/2024 18:31	£2,502.99
8	17/09/2024 18:52	£2,502.99
9	17/09/2024 18:59	£2,502.99
10	17/09/2024 19:11	£2,502.99
11	18/09/2024 19:28	£2,502.99
12	22/09/2024 19:51	£2,502.99
13	22/09/2024 19:57	£2,502.99
14	22/09/2024 20:12	£2,502.99
15	22/09/2024 20:19	£837.99
16	29/09/2024 19:19	£2,038.99
17	29/09/2024 19:31	£2,502.99

After Mr M complained to Barclays it said it would not refund the payments as Mr M had authorised them.

Our investigator issued two assessments as Barclays provided new evidence after her first. In her latest she found Barclays could not be held liable for Mr M's losses. She said it had intervened three times during the scam. And whilst the earlier interventions could have been more effective, on the call on 23 September 2024 Barclays told Mr M that he had fallen victim to a scam, yet he continued to send money.

Mr M disagreed with this assessment and asked for an ombudsman's review.

I issued a provisional decision on 19 November 2025. My main finding was that Barclays could be held liable for 50% of the loss from payments 16 and 17 as by then it was on notice that Mr M was the victim of a scam, but it allowed him to send further money to the same recipient account just days later.

Both parties responded to my provisional decision, disagreeing with the outcome.

Mr M said Barclays should be wholly liable for the money he has lost. He has banked with them for over 20 years and it should know his typical activity. He understands he made a mistake trusting the scammers again, but he can't understand how Barclays allowed the money to go out after it knew about the scam.

Barclays said the provisional decision does not fairly consider Mr M's own actions when authorising the transactions. As it spoke to him on 23 September 2024, it cannot be held responsible for any transaction after this point. He chose to send more money whilst aware of the risks. It added that no additional conversation would have prevented the transactions as it would only cover the same ground. And this had not stopped Mr M from making payments 16 and 17.

In response I issued a second provisional decision. An extract follows and forms part of this final decision.

*Extract from my second provisional decision*

*Barclays first intervened and spoke to Mr M after he attempted to make payment 3 as this transaction triggered its fraud detection system. Whilst it asked a number of questions about the payment, they were for the most part closed yes/no questions and there was no probing. The call was to confirm that Mr M had authorised the payment. It then spoke to Mr M again after payment 10, on that call did agent did not clearly establish the purpose of the payment or the checks Mr M had done into the end recipient. As a result it gave a safe account scam warning that was not relevant here.*

*Typically, this would mean I need to decide what the impact of more effective, proportionate interventions would have been. In this case, as there was a third call from the bank after payment 15, I had previously found that I could assess what the likely outcome would be based on Mr M's actions after the call on 23 September 2024.*

*However, having relistened to that call I do not find it to have been proportionate or effective so I am no longer satisfied I can make such an inference. This also calls into question Barclays assertion that had it intervened in the same way again it would have made no difference.*

*Whilst the call establishes that Mr M has fallen victim to a scam this is not as a result of an adequate intervention. The call starts with Barclays checking Mr M has made certain*

transactions himself. He confirms that to be the case. But it does not probe to understand the basic context of any of the payments. The scam only comes to light as Mr M says 'There is someone on WhatsApp texting me, directing me to put some money on some kind of app from which I am going to earn money, but I believe it's going to end up a scam' and later 'every time I add more, he's asking me for more' and 'I don't know what to do', 'what can I do?'.

He is looking for guidance. But Barclays does not, as we would expect, ask a series of questions to establish the actual scam risk - despite Mr M having given a strong indication that it was a job/task scam. This means Barclays didn't explain the common features of a job/task scam to Mr M, including that scammers will ask for more money to allow an 'employee' to access more complex task that will release their commissions owing. It provided no relevant scam education, instead focusing on recovery of the funds via a merchant dispute which could not be raised for 14 days.

Missing all clues, the bank talked about there being lots of impersonation scams where people pose as the police or your bank and tell you to move money. It in effect gave an irrelevant safe account scam warning that would not have resonated with Mr M.

I think it's most likely if Barclays had given a specific job/task warning and helped Mr M to understand how the type of scam he had fallen victim to operated, he would have stopped sending any further money. At the very least he might have decided to check online, and had he done so he would have seen multiple forums discussing scams using the same name as this one.

I think he would have been receptive to a relevant warning from the bank as his messages with the scammer show he first doubted the opportunity at 14:08 on 17 September 2024 saying 'more likely this was scam', then at 14:19 'you telling me it's nothing dodgy'. The subsequent messages show he became scared as the day progressed and he was repeatedly asked for more money, and then angry.

The scam unfolded in the typical way such job/task scams do with a WhatsApp 'mentor', a customer services contact, and the repeated need to deposit more money. Barclays knows how these scams work and could have helped Mr M understand what was happening. Had it better described these types of scams, I think Mr M would have listened to the bank. He was clearly concerned, and had reached out for help during the final call. So, I find a tailored and proportionate intervention from Barclays could have broken the spell of the scam.

As this is my finding, I have to then consider what would have happened had the earlier interventions been adequate and timely. As I said, Barclays spoke to Mr M prior to payment 3 but I don't think at that stage it needed to do more than it did. It wouldn't have been sufficiently on notice he might be falling victim to a scam, as the payments were relatively low in value and not forming an obvious scam pattern yet. However, by payment 8 a pattern had emerged that was indicative of possible financial harm and so Barclays ought to have intervened then.

Mr M had by then made seven transactions to the same recipient, totalling almost £10,000, in one day. Payment 8 was then for the exact same amount as payment 7. And these values, frequency and the recipient were all out of character for Mr M's account activity. Plus, he had just transferred £10,000 from his savings account to fund the payments – another possible red flag. So, I find that at this point Barclays needed to contact Mr M, not as it did at the time of payment 10. The risks evident were great enough to warrant a conversation, as a warning wouldn't have been sufficient based on what was going on.

Based on my finding above it follows that had Barclays made a proportionate intervention

*then I find it could have broken the spell of the scam. Payment 8 was after Mr M had started to express concerns it was a scam and the WhatsApp chat shows he was worrying about the legitimacy of the opportunity.*

*This means I find Barclays can be held liable in part for Mr M's losses from payment 8 onwards.*

*I have then considered whether Mr M should be held liable for any of the losses from these payments by way of contributory negligence. Accepting he is not the fraud expert and that is the role of Barclays, I think there were red flags he missed that means he can fairly be held equally liable. He should reasonably have questioned why he was being asked to make increasingly large payments to different recipients using a money transfer service for tasks he expected to be paid for, and whether the commission was realistic, considering the role required no experience or training and he wasn't given any employment documents.*

*Having considered the circumstances of this scam, I'm satisfied it was sophisticated and I don't think it was unreasonable for Mr M to have thought it was genuine initially. But as the red flags I've set out accumulated, he ought to have questioned what he was being asked to do and carried out some research. There was information available online at the time which could have alerted him to the scam. As I think Mr M should have taken steps, that most likely would have uncovered the scam and prevented his loss, I'm holding him jointly responsible.*

*So, Barclays' settlement should be reduced for contributory negligence. It follows I find Barclays liable for 50% of Mr M's losses from payment 8 onwards.*

*I have also considered if Barclays did enough to try to recover Mr M's money once it became aware of the scam. As the payments were made by debit card the chargeback scheme is the potential route to recovery here. However, as the money transfer service provided the service it 'sold' to Mr M, there would have been no grounds for any chargeback claims to be raised. So I don't find any failing on Barclays part in this regard.*

I then set out what Barclays would need to do to put things right.

Both parties responded to my second provisional decision. Barclays said whilst it did not agree with my conclusion, it would accept it to bring this complaint to a close. Mr M said he was disappointed with the findings as this meant he would receive less than 50% of his total loss. He was completely manipulated by the scammers the whole way through and wouldn't really have known what sort of research he should have done or what warnings he should have been alert to. Barclays should have done more to protect him and his money.

### **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 have thought carefully about Mr M's comments, but they do not change my conclusion. These are points he has raised previously and they were addressed in the provisional decision. To recap, I am satisfied it is fair he should be held liable in part for some of his losses from these payments by way of contributory negligence for the reasons set out above. I do accept he fell victim to a scam and was manipulated by the scammer. I can understand why he wants all his money back, but it is not fair in the circumstances of this case to hold the bank wholly for a scam it had no involvement in.

It follows for the reasons set out above I am instructing Barclays to refund 50% of payments 8 onwards.

## **Putting things right**

Barclays should:

- refund 50% of the payments from payment 8 onwards (£11,450.45); and
- add 8% simple interest from the date of payment to the date of settlement (if Barclays deducts tax from this interest, it should provide Mr M with the appropriate tax deduction certificate).

## **My final decision**

I am upholding Mr M's complaint in part. Barclays Bank UK PLC must put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 January 2026.

Rebecca Connelley  
**Ombudsman**