

## **The complaint**

Mr H complains Barclays Bank UK PLC won't refund the money he lost when he fell victim to a scam.

## **What happened**

The details of this complaint are well known to both parties, so I've only summarised the key events.

In September 2025, Mr H received a call from someone posing as a Barclays employee, claiming his account was at risk. Unfortunately, this was a scam. Mr H was prompted to download and log into an app I'll refer to as "Y", on the understanding this was a "secure" account.

During the course of the scam, £1,100 was sent from Mr H's Barclays account to his new account with Y. I understand the funds were then sent on from there. Mr H recalls seeing pending transactions in the Y app, which the scammers told him to approve – claiming the funds would be moved back to his Barclays account.

Shortly after the call, Mr H realised he had been scammed and reported this to Barclays. It didn't agree to refund him due to the payments being sent on from his account with Y. Unhappy it was holding him liable for the loss, Mr H referred the matter to our service.

Our Investigator didn't uphold Mr H's complaint. She concluded the payment was likely authorised by Mr H. While lost to a scam, she didn't think Barclays was liable to refund the payment – as it wasn't covered by the FPS Reimbursement Rules (which puts expectations on firms to refund victims of Authorised Push Payment "APP" scams in some circumstances), nor did she think Barclays ought to have prevented the loss.

Mr H has appealed the Investigator's outcome. In summary, he says:

- he didn't benefit from the payment, which was funded by his student loan. He says it's unfair for him to hold the full financial burden this has caused;
- the payment wasn't knowingly authorised as it was sent under false pretences due to the pressure and manipulation of the scammer. Nor did he knowingly authorise the onward payments from the Y account;
- Barclays didn't do enough to protect him at the time of the payment.

## **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 come to the same overall outcome as our Investigator. I appreciate this will be disappointing for Mr H. I don't underestimate the impact (financial and otherwise) of this scam – nor how convincing scams like this can be. I hope what I have explained below about how I've reached my decision helps provide some insight into why I don't consider it fair to direct Barclays to reimburse him.

In line with the Payment Services Regulations 2017 (the PSRs), firms are expected to process authorised payment instructions without undue delay. So, the starting position is generally that Mr H would be liable for payments he authorises – but Barclays would be liable for payments taken without his authority.

A payment is generally considered authorised if made by the consumer (or someone acting on their behalf). While the PSRs refer to “consent” as part of authorisation, this isn't a matter of informed consent – so doesn't take account of whether someone was tricked into agreeing to a payment. Completing the steps to make/confirm a payment would generally amount to having authorised it.

Here, I agree with our Investigator that the Barclays' audit records support that the payment was approved in-app from Mr H's device. He's told us no remote access software was downloaded and used during the scam – so I can't see how this would have been done by the scammer.

Furthermore, when he called Barclays shortly after the scam call, he confirmed having made the payment – explaining he had been directed on how to select the payment purpose based on the scammer's advice. While Mr H has later suggested it wasn't him who made the payment, I place most weight on what he told Barclays at the time, when his recollections would have been most fresh.

On balance, I'm persuaded the payment was authorised by Mr H. However, I do appreciate he was tricked into doing this by the scammer, and has lost out as a result. I have therefore considered whether there are any other reasons why Barclays ought to refund him.

The FPS Reimbursement Rules govern when firms such as Barclays are expected to refund victims of APP scams. However, the rules don't apply to payments sent on to accounts which the victim had access to – as was the case here; Mr H has confirmed being able to access the Y account. That means Barclays isn't liable to refund him under the Reimbursement Rules.

More widely, I have considered if Barclays ought to have identified the payment as carrying a heightened fraud risk – and so should have taken action which would likely have prevented Mr H's loss. This has to be balanced alongside its expectation under the PSRs to process authorised payment instructions without undue delay.

Looking at Mr H's usual account use, I don't think the payment would have looked particularly uncharacteristic or otherwise suspicious to Barclays. When making the payment, Mr H was asked what he was doing – and in response to him selecting he was paying another account, he was shown a warning which explained that if he was being asked to move money to keep it safe, this was *“definitely a scam”* and that *“No legitimate company or organisation will ever ask you to move money out of your account”*.

In pointing this out, I don't mean to blame Mr H for proceeding. It's common in scams like this for people to be placed under pressure and tricked into overlooking these types of warnings. Instead, I'm considering Barclays role in what happened. Ultimately, given the information Barclays had at the time, I think it acted reasonably in allowing the payment to be made without completing further checks. I therefore don't think it can be deemed at fault for not preventing Mr H's loss.

Mr H has confirmed the funds were sent on from the Y account. While I appreciate he says he didn't knowingly authorise these onward payments, this means that, when he reported the scam to Barclays, it wouldn't have been able to recall any of the funds from the account paid. So I don't think Barclays missed an opportunity to recover Mr H's loss.

Having carefully considered all the circumstances, I'm not persuaded Barclays made any errors which caused or contributed to Mr H's loss. This includes looking at its liability under the PSRs – but also looking more widely at what can fairly be expected of firms in situations like this, when consumers are tricked into making payments by a scammer. I've therefore decided it wouldn't be fair to direct Barclays to refund Mr H's loss or to otherwise compensate him in relation to this complaint.

### **My final decision**

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 May 2026.

Rachel Loughlin  
**Ombudsman**