

## **The complaint**

Mrs T complains that Barclays Bank UK PLC (“Barclays”) hasn’t protected her from losing money to scammers.

## **What happened**

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Mrs T has said that in December 2000 she made numerous payments from her Barclays account for what she thought was a legitimate investment. Mrs T subsequently realised she’d been scammed and got in touch with Barclays. Ultimately, Barclays didn’t reimburse Mrs T’s lost funds, and Mrs T referred her complaint about Barclays to us. As our Investigator couldn’t resolve the matter informally, the case has 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 decided to not uphold Mrs T’s complaint.

I don’t doubt Mrs T has been the victim of a cruel scam here. She has my heartfelt sympathy. Ultimately, however, Mrs T has suffered her loss because of fraudsters, and this doesn’t automatically entitle her to a refund from Barclays.

The Contingent Reimbursement Model (CRM) is a voluntary code introduced in 2019 to reimburse consumers who are the victims of scams in certain circumstances. However, I understand that the alleged scam payments in this case were all either card payments, or else Faster Payments made to an account held with a third-party service provider which appears to have been in Mrs T’s name. I say this because although Mrs T has recently said via her representative that she lost control of her money after she made the payments from Barclays, I note that Mrs T’s original complaint was made on the basis that the scammer(s) helped her set up an account with the third-party service provider. I explained to Mrs T’s representative earlier this month that in the absence of persuasive evidence from Mrs T or her representative showing otherwise, I was intending to decide this case on the basis that Mrs T sent the Faster Payments to her own account with the third-party service provider, with the money being sent onto the scammers from there, as Mrs T’s original complaint suggested was the case. In light of no further evidence having been provided by Mrs T and her representative on this point, I think it’s fair to assume this. The CRM code doesn’t apply to payments made in circumstances like this. This means it would only be fair for me to tell Barclays to reimburse Mrs T her loss (or part of it) if I thought Barclays reasonably ought to have prevented the payments (or some of them) in the first place, or Barclays unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I’m satisfied Mrs T authorised the relevant payments. Barclays would generally be expected to process payments a customer authorises it to make. And under The Payment Services

Regulations and the terms and conditions of the account, Mrs T is presumed liable for the loss in the first instance, in circumstances where she authorised the payments. That said, as a matter of good industry practice Barclays should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Barclays to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

However, in this case I can see that Barclays did intervene by asking Mrs T for the purpose of at least one of her Faster Payments and Mrs T selected the answer "Something else". This resulted in Mrs T being shown a written warning which I understand would have said, *"We're continuing to increase the protection we offer you, but it's also important for you to protect yourself. Once a transaction's gone through, it's difficult to recover your money. We'll never ask you to move your money to a 'safe' account, nor will the police, HMRC or any trusted organisation. Stay safe from scams. Have you been asked to pay an upfront fee to receive something in return? If something sounds too good to be true, it probably is – get a second opinion before you proceed. Don't transfer money on behalf of someone you don't know, especially if funds have been transferred unexpectedly into your account. Scammers can impersonate companies through emails and texts so be cautious if you're asked to make an urgent payment and verify details by calling on a listed number"*.

Given the payments Mrs T instructed however, I think it's fair to say Barclays reasonably ought to have intervened further than this. If it did, I acknowledge it's possible that Mrs T might have been dissuaded from continuing with the payments and that her loss from that point could have been avoided. However, whilst I accept that's possible, I think it's more likely here, unfortunately for Mrs T, that she would have proceeded with the payments anyway. I say this because Mrs T's representative has explained that the scammer contacted Mrs T every day and they built a friendship which made Mrs T trust the scammers. Taking this into account, and also the WhatsApp messages I've seen that were exchanged between Mrs T and the scammer(s), I'm persuaded that Mrs T was under the spell of the scam and the scammer(s) at the time these payments were made. The messages show Mrs T seemingly accepting the scammer's instructions, and that the scammer was firm with Mrs T about what she should and shouldn't say to the bank about certain things. And overall, at the time of these payments, I think it's unlikely that Mrs T would have been upfront with Barclays about the real reasons for her payments. And ultimately I think at this stage Mrs T likely would have been persuaded by the scammer(s) to remain intent on making these payments anyway. So whilst Barclays reasonably ought to have intervened in the payments further than it did, I think it's unlikely that this would have made a difference. I therefore don't think it would be fair to hold Barclays responsible for Mrs T having made these payments.

I've considered whether Barclays unreasonably hindered recovery of the payments after they were made. However, the only potential avenue to have recovered the card payments would have been via chargeback, but the merchant here for chargeback purposes wouldn't have been the scammer(s) but instead the legitimate merchant Mrs T paid which would have provided the services intended. The fact the money was only then lost to the scammers wouldn't give rise to a successful chargeback which could only be brought against the legitimate merchant paid. With regards to the Faster Payments Mrs T made, I understand these funds were sent on to the scammers from the account held with the third-party service provider before Mrs T realised she'd been scammed, such that they were realistically never going to be recoverable.

I'm sorry Mrs T was scammed and lost this money. However, despite my natural sympathy, I can't fairly tell Barclays to reimburse her in circumstances where I'm not persuaded it was the cause of her loss.

**My final decision**

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 25 February 2026.

Neil Bridge  
**Ombudsman**