

The complaint

Mrs M complains about Barclays Bank UK PLC.

She says that Barclays didn't do enough to protect her when she fell victim to a scam and would like it to refund her the money she has lost as a result.

What happened

Mrs M met an individual called 'N' on an escort agency site and arranged for him to accompany her to an event.

However, after this had taken place, N began explaining to Mrs M that he was experiencing financial difficulties, and she agreed to send him money. The agreement was that this would be used to pay for further dates, although these never took place.

Mrs M became suspicious when N then said that his daughter had cancer, and he needed more money to be able to get to her, and she realised she had been scammed.

Mrs M then made a complaint about what had happened to Barclays – she said that it should have protected her from the scam and provided her with a warning about these types of scams.

Barclays upheld Mrs M's complaint in part – and refunded Mrs M 50% of the payments she had made. But Mrs M remained unhappy with what was going on and brought her complaint to this Service.

Our Investigator looked into things under the Lending Standards Board's Contingent Reimbursement Model ("CRM") Code, which gives additional protection to victim of authorised push payment scams.

They explained that they didn't think that Barclays needed to do any more than it had done already, as they felt that Barclays could rely on an exception to the code - that Mrs M didn't have a reasonable basis for belief.

Mrs M asked for an Ombudsman to make a final decision, so the complaint has been passed to me.

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 am not going to direct Barclays to refund Mrs M any more of the money she has lost. I know this will be very disappointing for Mrs M, and that she is very upset by what has happened.

I should start by saying that Mrs M has provided a lot of information to this Service, which I

have read, and rightfully feels aggrieved that someone has taken advantage of her.

Mrs M authorised the payments she made. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that she's liable for the transactions. But Mrs M says that she has been the victim of an authorised push payment (APP) scam.

Barclays is a signatory of the Lending Standards Board Contingent Reimbursement Model (the CRM code) which requires firms to reimburse customers who have been the victims of Authorised Push Payment (APP) scams like the one Mrs M victim to, in all but a limited number of circumstances.

A customer who has fallen victim to a scam should, under the CRM Code, be refunded in full in most circumstances. But the Code does set out exceptions to reimbursement which a business can choose to rely on, if it can evidence that they apply.

Barclays has already admitted that it could have done more to protect Mrs M from the scam she unfortunately fell victim to – but has relied on an exception to the CRM code as a reason not to refund Mrs M all of the money she has lost.

This exception is that Mrs M made the payments without a reasonable basis for belief that they were for genuine goods/services.

It is therefore for me to decide if it has fairly applied this exception to full reimbursement of Mrs M's funds – and I think that it has. I will explain why.

Mrs M had only met N on one occasion on 4 June 2023 – however by 24 July 2024, she had made payments to him totalling £19,350. While I understand that Mrs M found the individual a pleasant person, I do not think that it is reasonable for an individual to pay this sum of money to someone they had only met for a very short period of time.

Mrs M has explained that she wanted to help N, and that N had told her that his father was dying of cancer, and she would clearly have been moved by this situation and wouldn't believe that someone would say this if it wasn't true, especially when N knew about her loss.

But I do not find the issues he was supposedly facing to be plausible – even before he explained that his daughter had fallen ill. And while Mrs M says that she had done some research on N before parting with her funds, I don't agree that this means that he was not out to scam her, even if he was who he said he was, and I think that she should still have applied more caution before agreeing to pay out these funds especially given the amounts involved.

I am also aware that the funds sent to N were in payment for future dates – but these dates were not until many months in advance, with no guarantee that they would take place.

Mrs M had also previously fallen victim to another scam, when she was using the same agency as before. While Mrs M had never met this person unlike N, I think that having previously lost money to an individual from the same agency who had asked her for money under false pretences, should have caused Mrs M concern when N began to say he was in financial trouble.

Finally, while I understand that Mrs M has said that she was clearly vulnerable and therefore should be entitled to automatic full reimbursement to the funds she has lost, I am afraid that I can't agree.

I am naturally sympathetic to Mrs M's situation, and I know that the loss of her mother to

cancer in 2020 would have had a profound effect on her – but I can't agree that the lasting effects from this loss including the impact on her mental health prevented her from being able to manage her finances or made her more vulnerable to this type of scam.

I am truly sorry for the situation Mrs M has found herself in. It is clear that N manipulated her cruelly, and it will have a lasting effect on her going forward. But as Barclays has already agreed that it didn't do enough to protect her, and I think that it can reasonably rely on the exception to the CRM code, I am not going to ask it to do anything further.

My final decision

I do not uphold this complaint, and do not direct Barclays Bank UK PLC to refund any more of Mrs M's lost funds.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 11 September 2025.

Claire Pugh
Ombudsman