

The complaint

Mr S complains that Barclays Bank UK PLC (Barclays) is refusing to refund him the amount he lost as the result of a scam.

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr S has told us that he responded to an online advertisement for a trading platform and received contact from an individual soon after claiming to be his account manager. I will call this person "X". X explained how the platform worked and instructed Mr S to download remote access software which gave X remote access to Mr S's device.

Mr S requested references to support the legitimacy of the platform and received two positive references in response to his request.

X then used the remote access application to access Mr S's device and open an account with another provider, £1,000 was then transferred to that new account from Mr S's account with Barclays. The funds were then used in relation to the scam.

Our Investigator considered Mr S's complaint and didn't think it should be upheld. As Mr S disagreed, this complaint has been passed to me to decide.

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.

It has not been disputed that Mr S has fallen victim to a cruel scam. The evidence provided by both Mr S and Barclays sets out what happened. What is in dispute is whether Barclays should refund the money Mr S lost due to the scam.

Recovering the payment Mr S made

The payment Mr S has disputed was made by transfer. When payments are made by transfer Barclays has limited options available to it to seek recovery.

The payment Mr S has disputed was not made to the scammer directly. Instead, it was made to an account in Mr S's own name, so if any funds did remain in the payee account they would remain within Mr S's control and not require recovery. In any event Mr S has confirmed that the funds were moved on as part of the scam so any attempt to recover the payment would have no prospects of success.

I understand that Mr S feels his payment in relation to the scam should be refunded in accordance with the CRM Code or the ASR criteria. But the CRM code was not in operation at the time the disputed payment took place and ceased to operate in October 2024.

The CRM code was a voluntary code replaced when the Payment Systems Regulator (PSR) introduced mandatory rules requiring banks to reimburse victims of Authorised Push Payment (APP) scams.

In any event both the CRM code and the PSR rules only apply/applied when domestic payments (as the result of a scam) were sent to another person. I am satisfied that the payment Mr S has disputed went to another account in Mr S's name and therefore neither the CRM code, nor the PSR rules would be applicable to his circumstances.

Should Barclays have reasonably prevented the disputed payment?

It appears that Mr S was aware of the payment being made from his Barclays account. So, the starting point here is that Mr S is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether Barclays should have been aware of the scam and intervened when the payment was being made. And if it had intervened, would it have been able to prevent the scam taking place.

It would not be reasonable for me to say that any bank should intervene every time one of its customers makes a transfer. The payment Mr S has disputed was not for a significant sum and was not out of keeping with how he normally operated his account. The payment was also made to another account in Mr S's name. These types of payments generally come with a lower associated risk as presumably the funds would remain in the customer's control after the payment is sent.

Considering the overall risk associated with the payment made from Mr S's Barclays account I don't think it was unreasonable that Barclays didn't recognise the potential of Mr S being at risk of financial harm, and that it didn't intervene.

I understand Mr S has fallen victim to a cruel scam and this has had a significant impact on him. But it is the scammers that are responsible for Mr S's loss and as I can't find Barclays have done anything wrong, I am unable to ask it to provide Mr S with a refund.

My final decision

I don't uphold this complaint.

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

Terry Woodham
Ombudsman