

## The complaint

Miss P complains that Barclays Bank UK PLC (Barclays) is refusing to refund her the amount she lost as the result of a scam.

To keep things simple, I will refer to Miss P throughout my decision. References to Miss P will also include third parties that have commented on her behalf.

## What happened

Miss P has explained that herself and her ex-partner had been looking for work online and had received contact from an individual claiming to work for a company I will call "X". To keep things simple, I will refer to X throughout my decision.

X offered Miss P and her ex-partner an online job/investment, but before they agreed to the job/investment they carried out some online research and didn't find anything that caused concern.

Miss P said that as part of the job/investment she was required to download various software and applications that included remote access software, and she was required to open an account with a cryptocurrency exchange.

Miss P and her ex-partner were required to make payments to receive funds from the job/investment they were taking part in.

A call was received from what appears to be someone impersonating one of their account providers stating it would be best to use a new savings account for payments related to the job/investment.

The following payments were made from Miss P's account with Barclays, some of which she said she doesn't recognise:

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Payment Method</u>	<u>Amount</u>
1	16 April 2023	Miss P	Transfer	£400
2	16 April 2023	Miss P	Transfer	£600
3	16 April 2023	Miss P	Transfer	£250
4	17 April 2023	Miss P	Transfer	£4,000
5	17 April 2023	Miss P	Transfer	£4,600
6	17 April 2023	Miss P	Transfer	£2,000
7	17 April 2023	Miss P	Transfer	£10,000
8	20 April 2023	Miss P	Transfer	£2,000

In my provisional decision sent on 21 November 2025 I explained why I didn't think Barclays was responsible for Miss P's loss, and why this complaint shouldn't be upheld. I said:

*"It has not been disputed that Miss P has fallen victim to a cruel scam. What is in dispute is whether Barclays should refund the money Miss P lost due to the scam."*

*Recovering the payments made from Miss P's account with Barclays.*

*The payments made from Miss P's Barclays account were made by transfer. When payments are made by transfer Barclays has limited options available to it to seek recovery.*

*In this case the payments weren't sent to X directly. Instead, they were sent to another account in Miss P's own name. It then took further steps for those funds to end up in the hands of the scammer.*

*If any funds did remain in the account Miss P made the disputed payments to, they would not require recovery as the owner of that account is Miss P who would remain in control of those funds. In any event I am aware those funds were moved on as part of the scam so any attempt to recover the payments would have no chance of success.*

*I have also considered whether Miss P should receive a refund for the payments she has disputed under the Contingent Reimbursement Model (CRM) Code.*

*But the code only applies when domestic payments (as the result of a scam) are sent to another person. Here the payments were sent to an account held in Miss P's own name. And the loss occurred when the funds were moved on from that account. So, I'm satisfied the CRM Code wouldn't apply in this scenario.*

*Should Barclays have reasonably prevented the payments made in relation to the scam? 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 disputed payments were being made. And if it had intervened, would it have been able to prevent the scam taking place.*

*There have been some inconsistencies in the versions of events Miss P has provided about the scam and who made the payments.*

*Miss P has also complained about another of her account provider's and its actions in relation to the scam. Miss P has had multiple conversations with our service when discussing her complaints and when speaking about her other complaint she explained that she had made payments in relation to the scam from the 14-16 April 2023, and the remaining larger payments were made by her ex-partner without her knowledge. Other than payments made to a family member in relation to the same scam that she also made herself.*

*However, having looked at all the evidence provided throughout the scam the information provided still does not appear to paint a full picture of what happened.*

*When payment 7 was made from Miss P's Barclays account for the larger value of £10,000 Barclays did intervene and a conversation between Miss P and Barclays took place. I have listened to a recording of this call.*

*It's clear from the call that Miss P was aware of the payment that was being made from her account, during the call Miss P logged into her Barclays app on her phone to verify it was her on the call. Miss P went on to confirm she was making the payment in relation to investment in stocks. Miss P referenced other transfers she had also made and asked Barclays if it could mark the payee as a regular payee to prevent issues on further payments.*

*Barclays warned Miss P during the call that Barclays would never ask Miss P to move funds,*

*or for full details of her account and passwords.*

*Considering the value of the payment I think Barclays could have asked Miss P further details surrounding the payment but as I said above it's clear Miss P was aware of this larger payment and confirmed it was her it.*

*Miss P previously told our service she had sent her ex-partner £20,000 from her other account, but these payments were made on 17 April 2024, payments Miss P now says she was not aware of, and they were made without her knowledge.*

*In addition to this Miss P has also confirmed that she did make payments from her other account to a family member in relation to the scam. Miss P says she didn't realise at the time she made those payments that her ex-partner had made previous payments. I think this is unlikely as her account balance would have been reduced at the time by more than £20,000 (the total of the payments her ex-partner had made from her account).*

*Miss P has told us that she doesn't know how her ex-partner was able to make payments from her account as you needed either her face ID or her password to access her phone, but both banks have confirmed her device was used to make all of the payments and her full security details would have been required before payments could be made. As there was no clear point of compromise, I think it is more likely Miss P was aware of all the payments made from both of her accounts.*

*The differing versions of events Miss P has given to this service, and her different account providers has been contradictory throughout. Overall, I don't think Miss P has provided a full and thorough account of what happened when the scam took place, and I am unable to piece together exactly what happened.*

*Considering the value of the payments sent from Miss P's Barclays account I think Barclays could have intervened further when they were made, but from the information I have I am not persuaded that even if it had intervened further Miss P would have provided a full and accurate version of what the payments were in relation to. Especially considering that having reviewed everything we have I am unable to work out, with certainty what was happening at the time and what Miss P understood to be happening either.*

*With the above in mind, I can't say that Barclays missed an opportunity to prevent the scam. I understand that this will be very disappointing for Miss P, and I recognise that she has been the victim of a cruel and manipulative scam. But I do not consider that it would be fair to hold Barclays responsible for her loss, so I won't be asking it to refund any of that loss to her."*

I gave Miss P and Barclays time to respond to my provisional 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.

Miss P did respond to my provisional decision she explained that she was vulnerable at the time the scam took place. Miss P had been unwell in the time leading up to the scam with multiple conditions that persistently and significantly affected her ability to cope with stress and process information to affectively make decisions. Miss P was receiving care and taking medication for her conditions at the time.

Miss P says that any lack of clarity in her explanations was due to her health conditions at

the time and she did not intentionally mislead her bank or our service.

Miss P has highlighted that she thought the job was genuine and was following instructions on what to say by the scammers who were repeatedly coaching her on what to say when speaking to the bank and support team. Miss P says she did not have the capacity to challenge what appeared to be a genuine opportunity.

Miss P has explained she is willing to provide information from her GP to confirm what she has told us above and that a letter from the GP has been requested.

I would like to thank Miss P for being so open about the challenges she was facing with her health at the time the scam took place. I can see this must have been a difficult time for her personally.

Having taken onboard what Miss P has told us I don't feel that evidence of her conditions from a doctor is required, her explanation of the conditions and how they affected her at the time is sufficient for the purpose of her complaint and I am going to take her explanation on face value.

But the reasons for Miss P providing Barclays with incorrect information is not relevant to the outcome of this complaint. I say this because I need to decide whether an appropriate and proportionate intervention from Barclays could have uncovered and prevented the scam.

So, Miss P's further comments have not changed my decision. While she has given further reasons why she gave the information she did at the time the scam was taking place she has also confirmed she was following the instructions of the scammer and giving incorrect information to Barclays as she was being coached by the scammer on what to say. This had the effect of preventing Barclays being able to stop the scam.

Also, Barclays has confirmed it had not been made aware of her vulnerabilities at the time the scam was taking place. So, while I acknowledge Miss P's thorough explanation of how her health conditions affected her at the time, it would not be reasonable for me to say Barclays should have been aware of them at the time or taken them into consideration when she made the payments.

Miss P has also said she was coached by the scammer and followed the scammer's instructions when making the payments. This strengthens the view that Miss P was willing to give incorrect information on advice of the scammer so even if Barclays intervened further Miss P would likely have continued to be guided in how to answer questions designed to uncover scams like the one, she has explained she was experiencing at the time.

Given this, any appropriate and proportionate intervention from Barclays would not have been able to stop the scam. It follows then that I still don't think Barclays missed an opportunity to prevent the scam and I am unable to hold it responsible for Miss P's loss.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 14 January 2026.

Terry Woodham  
**Ombudsman**