

The complaint

Ms A complains that Barclays Bank UK PLC won't reimburse her after she fell victim to a scam.

Ms A is represented by a family member in bringing her complaint, but for ease of reading I'll refer to all submissions as being made by Ms A directly.

What happened

The circumstances of this complaint have been set out in detail by our Investigator, so I won't repeat everything here. But briefly both parties accept that in around July 2025, Ms A was contacted regarding a purported job opportunity to make money by promoting online videos. Ms A agreed to the role and after some initial 'work', received around £70 in wages. Ms A was told that her future wages would need to be paid into an e-money account, which Ms A therefore set up as part of the scam.

Ms A was then told she could be guided by a 'mentor' to make successful investments. Ms A was told to open cryptocurrency accounts. She moved funds from her Barclays account into her e-money account and from there, onto cryptocurrency platforms where the funds were inevitably lost to the fraudsters. Ms A made the following payments from her Barclays account to her e-money account, via card payment, as a result of the scam:

Date	Value
09/07/2025	£270
09/07/2025	£660
09/07/2025	£10
09/07/2025	£1,280
10/07/2025	£3,000

Upon realising she'd fallen victim to a scam, Ms A contacted Barclays to raise a claim. Barclays considered Ms A's claim but declined to reimburse her. It said that as Ms A was making payments to an account in her own name, there was nothing it could do to reimburse or recover her funds.

Ms A remained unhappy and referred her complaint to our service. An Investigator considered the complaint but didn't uphold it. He thought that Barclays ought to have questioned Ms A when she made the final £3,000 payment about the payment purpose, in order to provide a tailored warning. However he noted that it appears Ms A was being coached by the fraudster and was following their instruction and had that she has also misled her e-money account provider on the purpose of the payments. The Investigator therefore thought that if Barclays had questioned Ms A on the payment purpose, she would likely have done the same.

Ms A disagreed with the Investigator's view. She said that despite Barclays not having intervened when it ought to have done, benefit of the doubt was given to Barclays that intervention wouldn't have stopped the scam, rather than to her.

As Ms A disagreed, the complaint has been referred to me for a final 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.

As a starting point in law, Ms A is responsible for payments she's instructed Barclays to make. Unfortunately, there's little protection available to her for payments like these.

The CRM Code, which took effect on 28 May 2019 until it was retired on 7 October 2024, was a voluntary code for reimbursement of APP scams which required signatory firms to reimburse customers who had been the victims of APP scams in all but a limited number of circumstances.

Barclays was a signatory of the CRM Code, while it was in place. But, the CRM Code does not apply to payments made to a customer's own account, or payments made by card, as these were.

There are, however, some situations where we believe that businesses, taking into account relevant rules, codes and best practice standards, shouldn't have taken their customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

Taking this into account, I need to decide whether Barclays acted fairly and reasonably in its dealings with Ms A.

It isn't in dispute here that Ms A has fallen victim to a cruel scam, but unfortunately, this alone isn't sufficient for Barclays to become liable for her losses caused by the scam. For me to conclude that Barclays has treated Ms A unfairly by failing to reimburse her, I'd need to determine that it ought to have done more to protect her from financial harm from fraud, when she made the payments listed above, and that had it done so, Ms A's losses would have been prevented. While I'm sorry to disappoint Ms A, I can't conclude that this is the case, for the same reasons as set out by our Investigator.

Ms A made five payments from her Barclays account across two days, however the majority of these were relatively low value and while I appreciate that the last two in particular were higher than Ms A's typical payments, I don't think the payment of £1,280 was so unusual that it required further intervention by Barclays.

I think the payment of £3,000 by Ms A did warrant further questioning by Barclays, based on the higher payment value and the fact it signified an uplift from the previous day's payments, however I think proportionate intervention would've been some questions posed on-screen for Ms A to answer as part of the payment journey, followed by a tailored warning.

Ms A was questioned in this way by her e-money provider when transferring her funds on - and she didn't provide accurate responses, based on coaching by the fraudster. I therefore think unfortunately that it's most likely that had Barclays done the same, Ms A wouldn't have been open about the reason for making payments. And as payments were going to an e-money account in her own name, I think the reason for making payments would've been easier for the fraudster to guide her through concealing to Barclays.

I completely understand Ms A's rationale that as Barclays didn't intervene as I've determined was appropriate, it should not be given the benefit of the doubt against her. However our service is impartial and therefore my role is to equally consider both sides and determine, where an error has been made, what position a customer would be in if not for that error. Therefore my role is to consider whether it is specifically Barclays' inaction that caused Ms A's loss. As I don't consider it is, I can't conclude it should be liable for her losses.

Ms A has referenced a learning difficulty which can impact an individual's reading and speed of processing. However, as Barclays wasn't aware of this until after the scam had occurred, I can't agree that it ought to have acted differently when processing her payments, or be liable as a result for losses incurred before its awareness.

Lastly I've thought about whether Barclays did enough to recover Ms A's funds once it was made aware of the scam. As funds were sent to an account in Ms A's own name, any recovery attempts or chargebacks would be made against this account and of course, in any event, Ms A had already sent the funds on before realising she'd been the victim of a scam. Therefore unfortunately no recovery options were available to Barclays.

For these reasons, while I'm sorry to disappoint Ms A, and I don't underestimate the impact this cruel scam will have had on her, I haven't found that Barclays can be held liable for her losses and I'm therefore not directing it to reimburse her.

My final decision

My final decision is that I don't uphold Ms A's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 20 May 2026.

Kirsty Upton
Ombudsman