

The complaint

Mr F complains Barclays Bank UK PLC won't refund the full amount of money he lost to a scam.

What happened

Mr F sent £36,500 to what he thought was a legitimate investment.

When the company went into administration, Mr F says he realised he had been scammed. So, he logged a complaint with Barclays.

Barclays looked into the complaint but didn't uphold it. So, Mr F brought his complaint to our service.

Our investigator didn't uphold the complaint. He thought Mr F's claim was a civil dispute with a legitimate company. Our investigator went on to say that had Barclays stopped the payment and spoken to Mr F, as there was no negative information about where the payment was going to, and the company was registered, he thinks the payment would still have been made.

Mr F didn't agree with the investigator's view, so the 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.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the significant part here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I've decided to not uphold this complaint for materially the same reasons as our investigator. I'll explain why.

I'm sorry if Mr F lost money but this doesn't automatically entitle him to a refund from Barclays. It would only be fair for me to tell Barclays to reimburse Mr F if I thought it reasonably ought to have prevented the payments or it unreasonably hindered recovery of the funds.

Prevention

Banks have various and long-standing obligations to be alert to fraud and scams and to act in their customers' best interests. These are predicated on there having been a fraud or

scam. So, a first consideration in determining Barclays's obligations here would normally be: was Mr F scammed as he alleges?

Here though, I don't think the answer to this question makes a difference to the fair outcome to this complaint. This is because if Mr F wasn't scammed, Barclays had no obligation to prevent Mr F's payments, and so I couldn't reasonably hold it responsible for not preventing the payments. On the other hand, if Mr F was scammed I've gone on to think about whether appropriate intervention or further questions would likely have made a difference.

Ultimately, I don't think any intervention by Barclays would have made a difference or prevented the payment. I say this because when Mr F made the payment, he was led to believe he was investing into a legitimate company and product. I'm not aware of any information Barclays could or should have known at the time from which it ought to have been concerned Mr F was being scammed.

It could have given Mr F general fraud and scam advice in relation to investing in particular. But ultimately, I don't think I can fairly say it would have been able to give Mr F any information that would have led him to doubt what he already knew about what he was doing, including if he'd undertaken further reasonable research at the time.

It's also worth noting that it's not the role of Barclays to provide investment advice in this situation.

The investigator has correctly pointed out that the company Mr F invested in was registered at the time and had been for some years. It was only after Mr F made the payment that it went into administration.

So, even if Mr F had been questioned in more detail about the investment by Barclays, I don't think it would've highlighted anything that would've caused concern or led Barclays to believe Mr F was at risk of financial harm from a fraud or scam. Furthermore, even if Barclays did intervene and tell Mr F to conduct further checks on his investment, I'm not persuaded he would have found any negative information online, as Mr F hasn't supplied anything from that point in time when the payment was made that shows this might have been a scam.

I understand Mr F wants those involved to be prosecuted, but that's simply not what our service is here to do. My role is to investigate any failings by the bank, and I can't see there were any here.

Recovery

As the company is now in administration, Mr F would need to contact the administrator regarding any recovery attempts.

I realise this means Mr F is out of pocket. And I'm sorry he lost this money. But this was ultimately caused by the investment company here, and not Barclays. I can't reasonably ask Barclays to reimburse Mr F in circumstances where I don't think it ought reasonably to have prevented the payments or recovered them.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 September 2025.

Tom Wagstaff
Ombudsman