

## **The complaint**

Mrs M complains Barclays Bank UK PLC won't refund the full amount of money she says she lost to a scam.

## **What happened**

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mrs M complains that on 30 January 2019 she sent £20,000 to what she thought was a legitimate investment in wind farms. When she didn't get her promised returns, she realised she had been scammed. So, Mrs M logged a complaint with Barclays.

Barclays looked into the complaint but didn't uphold it. Barclays found the payment predated the Contingent Reimbursement Model (CRM) Scheme. So, Mrs M brought her complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator did think the payment was of a value that would look out of place in line with Mrs M's normal account behaviour and spending.

After the investigator issued their view, Mrs M via their representative raised a further claim for an earlier payment. This was addressed in a separate complaint and won't be referred to or addressed as part of my investigation.

Mrs M didn't agree with the investigator's view, so the complaint has been passed 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.

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.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Barclays is expected to process authorised payment

instructions without undue delay. As a bank, they also have long-standing obligations to help protect customers from financial harm from fraud and scams. However, there are many payments made by customers each day and it's not realistic or reasonable to expect a bank to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments.

Having considered the payment Mrs M sent, I don't think it was of a value that I think ought to have triggered Barclays automatic payment checking systems. As the investigator has pointed out, Mrs M made a much larger payment around a month before. So, I don't think this payment would have looked remarkable enough to have caused Barclays any concern.

Having said that, even if I did consider this payment should have flagged for additional checks, which for the avoidance of doubt and for reasons explained above I don't, I don't think it would have made a difference even if Barclays had stopped the payment and spoken to Mrs M. Ultimately, I do not think any intervention would have made a difference or prevented the payment. I say this because when Mrs M made the payment, she was led to believe she was investing in a legitimate firm 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 Mrs M was being scammed.

I can see than the director that issued her share certificate was showing as the director of the company on Companies House at the time of purchase. Although this is showing as a different name to the one Mrs M said contacted her, I think it is most likely the same company. I also can't find any negative information online to indicate the company was running a scam at the point Mrs M made the payment. The company in question has since been dissolved, but this happened a year after Mrs M made the payment.

Barclays could have given Mrs M general fraud and scam advice in relation to investing in particular. But ultimately, I do not think I can fairly say it would have been able to give Mrs M any information that would have led her to doubt what she already knew about what she was doing, including if she had undertaken further reasonable research at the time. So, even if someone from Barclays had questioned her in more detail about the investment, I do not think it would have highlighted anything that would have caused concern or led Barclays to believe Mrs M was at risk of financial harm from a fraud or a scam. On the face of it this would've looked like an unregulated investment, which is not illegal and often are not linked to scams.

Mrs M also said she

- Googled them
- Read articles planted by the fraudsters
- Checked their website

So given the above, I think it's most likely Mrs M would have been confident in the legitimacy of what she was investing in.

Mrs M's representative has said that a trading company can never guarantee returns. Having looked at how the product was marketed; it looks to have been sold more like a bond with a fixed return per annum. So, I don't think this would have raised any red flags with Barclays had it checked.

So, even if Barclays did intervene and tell Mrs M to conduct further checks on her

investment, I'm not persuaded she would have found any negative information. Mrs M has told us that she carried out her own research and didn't find anything of any concern. From my own research, the negative information I could find started to appear after Mrs M made the payment.

I've also considered the first scam Mrs M has said happened and what impact this had on the one she is now complaining about. Given the details of the scam are different, and how far they are apart, I'm still satisfied Mrs M would have gone ahead with the investment even if Barclays had been aware of it. I've mentioned the type of warning I think the bank would have likely given and the impact this would have had, and I see no reason to change my view on this based on an earlier scam.

Mrs M thinks that Barclays should refund the money she lost. I understand that this will have been frustrating for her. But I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Barclays needs to pay Mrs M any compensation. I realise this means Mrs M is out of pocket and I'm sorry she's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

#### Recovery

Barclays didn't try to recover the payment but given the time since it was made, I'm satisfied that recovery would not have been possible in the circumstances, as its unlikely money would remain in the account.

#### **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 Mrs M to accept or reject my decision before 12 August 2025.

Tom Wagstaff  
**Ombudsman**