

## **The complaint**

Mr and Mrs M complain that Barclays Bank UK Plc didn't do enough to prevent them losing money to what they say was a scam.

Mr and Mrs M have used a representative to bring their complaint. But, for ease of reading, I'll mostly just refer to Mr M, where I mean him, Mrs M and the representative.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. In September 2018 Mr M made a payment from his joint account to a company I'll refer to as 'H'. At the time he believed that this was towards an investment in property.

Mr M says that he now believes H were operating a scam. In 2024 he complained to Barclays that they hadn't done enough to protect him. Barclays didn't offer any redress and the matter was referred to our service. One of our Investigators didn't recommend that the complaint should be upheld. Mr M disagreed and asked for an Ombudsman to make a 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.

Having done so, I've reached the same outcome as our Investigator and for similar reasons. I know this will be disappointing for Mr M, so I'll explain why.

Mr M has made some detailed submissions in support of his complaint. I've read and considered everything he's sent in, but I don't intend to respond in similar detail. So if I don't mention a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Barclays were a signatory to the Lending Standards Board's Contingent Reimbursement Model (CRM Code). This is a scheme through which victims of scams could (in certain circumstances) receive reimbursement from the banks involved. But it isn't applicable to this complaint as the CRM Code wasn't in place at the time of Mr M's payment. So, it can't be used as a basis to expect more from Barclays.

The evidence shows that the £300,000 payment was instructed in branch back in September 2018. Barclays' system notes from the time recorded that:

“Customer came into branch to make a CHAPS payment for £300k. Pin Sentry verified. Full UK Driving Licence presented... Scams conversation completed. Customer under no duress. Happy with verification.”

Mr M's representatives' letter of complaint said “At no point did you contact our clients to obtain further information, nor did you question our clients about the transaction.”

I find the Barclays system notes to be more persuasive than what Mr M has since said and I'm placing more weight on that evidence. This is because they were recorded at the time and are in effect a contemporaneous record of what took place. This is in contrast to Mr M's recollections, several years later (which understandably may have faded with time). So I find it more likely than not that Barclays did intervene and did largely as I'd expect. They identified that the £300,000 payment was unusual and a large amount of money. And I'm persuaded that they had a conversation with Mr M about the possibility of a fraud or scam, prior to processing it.

Perhaps unsurprisingly there isn't a great level of detail available about the in-person interaction that took place nearly six years prior to the complaint being made. And I also need to keep in mind that over time, the fraud and scams landscape has changed with greater expectations on banks today, compared to 2018. Clearly it would be unfair to apply today's standards to Barclays' actions from 2018.

Much of Mr M's submissions refer to the British Standards Institute's 'Protecting customers from financial harm as a result of fraud and financial abuse' document which was published in late 2017. I've considered this, but as above, I'm not persuaded that Barclays failed to identify the risk associated with Mr M's payment instruction. And for the reasons I'll come to, even if it could be shown that Barclays' intervention was insufficient, I'm not persuaded it would've made a difference.

At the time of the payment H was a limited company that had been incorporated and operating since 2011. And although they later went into administration (long after Mr M's payment), at the relevant time, they were filing their accounts online, broadly as would be expected. Work had also commenced (which presumably could've been evidenced if required) on building a significant project in the Northeast of England which went on to be successfully completed. And whilst Barclays should try to prevent financial harm to their customers due to fraud, scams and the misappropriation of funds, this doesn't extend to an obligation to provide investment advice.

Given these factors and the information that would've been available at the time, I'm not persuaded that any level of intervention that could fairly have been expected of Barclays would've uncovered any meaningful negative information such that Mr M wouldn't have continued with his payment. Indeed, there is debate to this day (even with the benefit of hindsight and information that has come to light since) as to H's intentions when taking payments from Mr M and others. So I think it's highly unlikely anything conclusive would've been available at the material time.

Similarly, given the length of time (September 2018 until May 2024) between the payment and Mr M approaching Barclays, alongside the fact that by that point, H had entered administration, I don't think anything Barclays did or didn't do would've impacted whether a recovery could've been made. I think it's more likely than not that any recovery efforts were destined to fail after such a long period of time.

I'm obviously sorry to hear that Mr M has lost such a significant amount of money. But I'm not persuaded this is something that Barclays can fairly be said to be responsible for. And it

follows that there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

### **My final decision**

For the reasons outlined above, 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 and Mr M to accept or reject my decision before 18 July 2025.

Richard Annandale  
**Ombudsman**