

The complaint

Mr C complains that Barclays Bank UK PLC didn't do enough to protect him from the financial harm caused by an investment scam, or to help him recover the money once he'd reported the scam to it.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In March 2022, Mr C was introduced by a friend to Company F, and someone who claimed to work for F assisted him to open account with a trading platform, which I'll refer to as "V". Mr C researched the investment online, noting it there was no negative information. He wasn't promised a specific return on the investment, but he understood that his friend's investment had been successful.

Between 7 March 2022 and 23 May 2022, he made four debit card payments to V totalling £30,000. He withdrew £30 from the trading platform, but he realised he'd been scammed when he was unable to make a withdrawal, and he was unable to access the platform.

Mr C complained to Barclays with the assistance of a representative who said the payments debited his account with no intervention. But Barclays refused to refund any of the money. It said the Contingent Reimbursement Model ("CRM") Code didn't apply because the payments were made by debit card. It also said the payments weren't out of character and Mr C had previously made payments to a cryptocurrency merchant. And if he'd done some research, he'd have realised there wasn't much information online about the company, which ought to have raised concerns.

Mr C wasn't satisfied and so he complained to this service with the assistance of his representative who argued the payments were unusual and that he believed the investment was genuine having received no effective warning from Barclays. And if he'd had any inclination that the investment was a scam, he wouldn't have gone through with the payments.

Responding to the complaint, Barclays maintained that the payments weren't out of character as Mr C had made payments of similar amounts in the previous six months, including £5,000 to a cryptocurrency merchant in October 2021.

Our investigator didn't think the complaint should be upheld. He didn't think the payments were unusual for the account because Mr C had made multiple payments to a cryptocurrency merchant, and there was a history of other large payments debiting the account, including £9,000 on 30 November 2021. In addition, the payments weren't made in quick succession, on the same day, or even over consecutive days. So, there would have been no reason for Barclays to intervene.

Finally, he was satisfied that had Barclays raised a chargeback as soon as it was aware of the fraud, it wouldn't have made a difference because a chargeback request must be made

within 120 days and, unfortunately, this timescale had passed long before Barclays were made aware of the scam.

Mr C asked for his complaint to be reviewed by an Ombudsman. His representative has argued that even though Mr C had previously made payments to a cryptocurrency exchange, the initial payment of £10,000 was double the highest amount previously invested and should have raised concerns.

My provisional findings

I issued a provisional decision on 29 September 2025 in which I stated as follows:

I'm satisfied Mr C 'authorised' the payments for the purposes of the of the Payment Services Regulations 2017 ('the Regulations'), in force at the time. So, although he didn't intend the money to go to scammers, under the Regulations, and under the terms and conditions of his bank account, Mr C is presumed liable for the loss in the first instance.

Not every complaint referred to us and categorised as an investment scam is in fact a scam. Some cases simply involve high-risk unregulated investments that resulted in disappointing returns or losses. Some of these investments may have been promoted using sales methods that were arguably unethical and/or misleading. However, while customers who lost out may understandably regard such acts or omissions as fraudulent, they do not necessarily meet the high legal threshold or burden of proof for fraud, i.e. dishonestly making a false representation and/or failing to disclose information with the intention of making a gain for himself or of causing loss to another or exposing another to the risk of loss (Fraud Act 2006).

There were no warnings about F or V on either the Financial Conduct Authority ("FCA") or International Organisation of Securities Commissions ("IOCSO") websites. And the information online suggests that V is a legitimate platform which is regulated overseas, and that F was registered on the Companies House website but is no longer trading. So, there is no evidence that either company was operating a scam.

In addition, even if I did accept Mr C had lost money to a scam, I've reviewed his account and the payments he made to the scam. Having considered when they were made, their value, and who they were made to, I'm not persuaded Barclays ought to have found any of the payments suspicious, such that it ought to have made enquires of Mr C before processing them.

I accept the first payment was £10,000 to an investment platform, but that doesn't mean it should automatically be treated as suspicious, particularly when there was a history of payments to a cryptocurrency exchange, including £5,000 on 20 October 2021, £3,000 on 13 September 2021, and a payment for £9,000 less than four months before the first payment. So, the payment wasn't unusual or suspicious and therefore, even if I accepted Mr C had lost funds to a scam, I wouldn't conclude that Barclays needed to do anything to prevent his loss.

Recovery

There are specific time limits that must be applied when considering whether to raise a chargeback. Specifically, the rules state that a claim can be brought no later than 120 days than the date of the transaction. In Mr C's case, the claim was referred to Barclays after this time, so this wasn't an option for him. And due to the time that had passed, I don't think there was a realistic prospect of a successful recovery.

Compensation

I haven't found any errors or delays to Barclay's investigation, so I don't think Mr C is entitled to any compensation. I'm sorry to hear Mr C has lost money and the effect this has had on him. But for the reasons I've explained, I'm not minded to tell Barclays to do anything further to resolve this complaint.

Developments

Neither party has made additional comments or submitted further evidence in response 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.

Because there are no additional comments or evidence for me to consider, the findings in my final decision will be the same as the findings in my provisional decision.

My final decision

For the reasons I've 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 Mr C to accept or reject my decision before 19 November 2025.

Carolyn Bonnell
Ombudsman