

The complaint

Ms G, who is represented, complains that Barclays Bank UK PLC won't reimburse her a loss she suffered after she says she was victim to fraud.

What happened

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

In April 2020, Ms G received a marketing email regarding an investment opportunity. It offered fixed returns for a bond, offered by a business I will refer to as P.

Happy to invest, Ms G made several payments to P from her Barclays account between 22 and 28 April 2020 totalling £20,000.

Between July 2020 and February 2021, Ms G received seven interest payments as returns on her investment. But when these payments—and subsequent contact with P—ceased, Ms G suspected she'd been the victim of fraud.

Ms G's representative lodged a complaint with Barclays, requesting that it reimburse Ms G her loss. But after considering the claim, Barclays found it had no liability for the loss. In summary, it concluded that Ms G had not been defrauded as the company that she'd invested in was legitimate.

Ms G remained unhappy with Barclays' outcome, so her representative referred her complaint to our service for an independent review. An Investigator considered the evidence provided by both parties and concluded that Ms G had been defrauded and Barclays ought to have intervened in some of the later payments made. However, they didn't think that intervention would have made a difference as the investment appeared legitimate at the time. They therefore recommended that the complaint not be upheld.

Ms G's representative disagreed as they felt the intervention would have given Ms G pause for thought and prevented further payments.

As Ms G has disagreed with the Investigator's assessment and recommendations, the matter was passed to me to decide.

On 5 September 2025, I issued my provisional findings to both parties, allowing them two weeks to provide any further comment. My findings were as follows:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

There is no dispute here that Ms G authorised the transactions in question. And the starting position in law is that Ms G will be held liable for the transactions she authorised in the first instance. That is due to Barclays' primary obligation to process payments in line with its customer's instructions, as set out in the Payment Services Regulations 2017.

However, Barclays was a signatory to the Lending Standards Board's Contingent Reimbursement Model (the CRM Code) at the time the payments were made. Under that Code, firms are expected to reimburse customers that fall victim to fraud, subject to a number of exceptions.

However, the CRM Code is only relevant if I'm persuaded Ms G did fall victim to a fraud. The Code specifically doesn't cover certain types of disputes. It says:

"This Code does not apply to...private civil disputes, such as where a Customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the Customer is otherwise dissatisfied with the supplier".

Likewise, even had the payments not fallen within the scope of the CRM Code, Barclays has no liability to reimburse Ms G her loss from a bank transfer if it was for a legitimate investment.

From the information provided so far by Ms G's representative, I'm not persuaded she has been a victim of fraud. I'll explain why.

Firstly, I think it's important to mention that the specific circumstances surrounding this investment are unclear. Ms G's representative has either failed to respond to questions asked by our Investigator or has been particularly vague in its responses.

I can infer from the evidence it has provided that Ms G was introduced to the investment opportunity by a person she had had dealings with before. And although Ms G's representative hasn't elaborated on this point, I find it likely that Ms G's previous dealing with the introducer was a positive one, as she decided to invest in a subsequent investment opportunity they had sent to her. This isn't typical behaviour I would expect from a person intent on committing fraud.

Ms G's representative has said in its submissions that it believes the introducer's identity was fabricated as they ceased contact and were using a "stock image" on their profile. I don't find these submissions particularly persuasive in determining they had used a fabricated identity. The use of a "stock image" is not an indication they were presenting a false identity. And ceasing contact with a client can be explained by numerous legitimate hypotheses; some examples being: no longer working for the organisation or not wishing to intervene in the dispute as the introducer.

I can also see from the email sent to Ms G from the introducer that they appear to have worked for a legitimate registered business, was merely a marketing party rather than involved in the investment directly, and had disclosed in their marketing email that they were not authorised or regulated by the Financial Conduct Authority. None of this information appears to be false.

I have also noted that no substantive evidence has been provided to support the assertion that P was an illegitimate company. It is registered on Companies House and that registration corresponds with the marketing documents Ms G was sent prior to investing. And I have been unable to find any information online via open resource checks that suggest the business was operating illegitimately.

From the information available on Companies House, I can see that P entered into

liquidation in 2024. This would suggest that the business ultimately failed and was wound up. I have been provided with no evidence that would suggest the business was misappropriating funds or misleading its investors.

Lastly, Ms G was paid returns after making all of the payments to P as part of the investment. Those returns were paid seven times over the course of six months. That doesn't strike me as the typical behaviour one would see in cases of fraud.

Ms G's representative has argued that this is typical of such frauds as fake interest payments are used as bait to encourage further payments. But that isn't the case here. The interest payments were made *after* the final payment toward the investment was made, and there has been no suggestion that Ms G was approached after she'd made the payments for further investment.

Overall, I'm not persuaded Ms G has been the victim of fraud here. It's more likely that she has unfortunately lost her funds to a failed investment."

Neither party responded to those findings in the time provided, so I'm now able to issue my 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 neither party has provided any additional comment for consideration, I won't depart from the findings set out in my provisional decision.

My final decision

For the reasons I have given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 17 October 2025.

Stephen Westlake
Ombudsman