

The complaint

X complains that Barclays Bank UK Plc have unreasonably declined to refund them for payments made into an account, that they believe came about from a scam.

X has appointed representatives for this complaint, but for ease of reading I'll only refer to X and Ms L, a director.

What happened

In 2018 Ms L was introduced to an individual I'll refer to as G. She says they discussed opportunities to invest in property developments. Ms L said she agreed to pay G for several deals. She was under the impression that G would then forward these funds on to other relevant parties involved in the development.

Ms L made four payments from X's account to G's account with Barclays.

Date	Amount
25 June 2021	£2,500
25 June 2021	£1,250
30 July 2021	£6,000
17 September 2021	£4,000

Ms L says she received updates on the developments, but in January 2022 G cut all contact with her. She came to believe she'd fallen victim to a scam and contacted her bank to report what happened. Her bank contacted Barclays to ask for reimbursement on her losses.

Barclays reviewed G's account but didn't think there was any responsibility on the part of their customer. They didn't offer to reimburse X.

Not satisfied with the answer Barclays had given Miss L referred X's complaint to our service. One of our investigators looked into what happened but didn't think Barclays needed to do anything further. She thought that there wasn't enough evidence to show that G had defrauded X.

Ms L didn't agree and asked that X's complaint be considered by an ombudsman. As such 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.

Here X doesn't have a direct relationship with Barclays, beyond sending funds to an account held with them, and this being as a result of an alleged scam. So, while this complaint falls within the remit of our service to investigate and decide upon, I can only reasonably ask Barclays to refund X if there are specific acts or omissions by Barclays that ought reasonably to have prevented any losses to X.

Here though, the information about what was agreed upon between X and G is very limited. Ms L hasn't been able to provide specific documentation or agreements about the purpose of these payments. I appreciate that the agreements were verbal, but I would reasonably expect a limited company to have some kind of documentation about their investments. So, it's very difficult for me to reach a firm conclusion that a scam has taken place here.

X's bank didn't believe this was a scam and thought it likely a private civil dispute. Looking at the activity on the Barclays account, there doesn't seem to me to be any activity that would indicate this was scam – such as a rapid disbursement of funds. The account had been open for several years before it received any payments from X, and there doesn't appear to have been any issue with the account before then.

Considering the wider circumstances, Ms L has said she received updates until January 2022, even though no more funds were sent. It would seem unusual for a fraudster to stay in touch this long after they had received funds.

I'm not persuaded that G set out with the intention of defrauding X here. And as such I can't see that there would have been anything Barclays should have reasonably done that would have prevented X's losses. I don't see that Barclays need to do anything further here.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 11 December 2025.

Thom Bennett
Ombudsman