

## **The complaint**

Mrs A is unhappy that Barclays Bank UK PLC won't reimburse money she says she lost to a scam.

## **What happened**

In late 2018 Mrs A met someone online ("N"). They struck up a romance and were in daily contact for some time. From 2019 to 2022 Mrs A frequently sent N sums of money, the majority of which he repaid.

In November 2020, N offered Mrs A an investment opportunity related to cryptocurrency. She agreed to this and, on his advice, opened a business account with Barclays and sent three faster payments totalling £20,000 to N's account.

Miss A says that she believed she'd been scammed when she couldn't reach N anymore.

In 2023 she complained through a professional representative to Barclays. It initially said that it hadn't had a chance to investigate her claim, but later argued that she hadn't been the victim of a scam. She referred a complaint to our service through a professional representative but one of our investigators didn't uphold her complaint. They didn't think that Mrs A had fallen victim to a scam but was instead involved in a civil dispute.

Miss A's representatives didn't agree. They argued, in summary, that the circumstances had "all the hallmarks" of a typical "romance scam, turned crypto investment" and that it wasn't unusual for a scam of this nature to happen over such a long period of time.

As no agreement could be reached the case was 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.

Relevant to this complaint is the Contingent Reimbursement Model Code "CRM Code", which requires firms like Barclays to reimburse victims of APP scams in all but a limited number of circumstances. It does not cover 'private civil disputes'. In order to conclude that Mrs A was the victim of a scam, I'd need to decide, on the balance of probabilities, that N received Mrs A's money knowing that it would not be used to fund a genuine investment.

I'm sorry that Mrs A has lost out here. I don't doubt that she's given money to N and hasn't received it back. I also don't doubt that the money related to a proposed investment that he introduced her to. But quite what happened between late 2018 when Mrs A and N were first introduced and July 2022 (when the last payments between Mrs A and N were exchanged) isn't entirely clear.

Miss A's representatives argue that, at its heart, this was a typical romance-investment scam – that Mrs A was induced to give money to someone she met online whose aim was simply to build up trust before defrauding her.

But from what I've seen, the circumstances here are far from typical. N repeatedly borrowed from, and repaid money to, Mrs A. She sent him significant amounts of money before the disputed payments, which was repaid in full and continued to do so even after the disputed payments. The amounts Mrs A sent to N after the disputed payments exceeded the amount Mrs A lost to the investment and Mrs A's representatives have not clearly explained why this happened.

While it's not unusual for a fraudster to make small payments to a victim to build trust (though typically less than they've already received from the victim), it's very unusual, in my experience, for full repayments to be made over such a long period of time, particularly after the alleged fraudulent monies have been obtained. I think this suggests a more complicated relationship between Mrs A and N than her representatives suggest.

Miss A might have fallen victim to a scam – but that's not obvious from the circumstances she's described. And it is for Mrs A to demonstrate that has happened, rather than for me to show that it has not.

The circumstances which led Mrs A to make the payments to N, as well as what happened afterwards, require further explanation. Of particular relevance are the nature and contents of the conversations around the investment and those which took place in the months afterwards. But Mrs A's account of events hasn't been particularly extensive or complete, despite our investigator highlighting some concerns about the facts I've outlined. And, I'm afraid that without contemporaneous evidence of what happened it's very difficult to make an assessment of whether Mrs A fell victim to a scam or not.

I also note that in its 23 December 2023 letter to Barclays, Mrs A's representatives said that she communicated with N by *"Emails, Phone calls, Video calls, texts, whatsapp [sic] messages."*

But later, after our investigator asked for evidence of that contact, her representatives said:

*"Unfortunately, communication between our client and the scammer directly took place over the phone and video calls. Any written communication has not been possible to retrieve as our client has since changed her phone number."*

Despite this, they did provide WhatsApp messages from an investment group that Mrs A said that she was introduced to by N in 2019. The contents of that chat aren't directly relevant, but I'm surprised that Mrs A has been able to provide those messages and not those between her and N. I understand there may be some reluctance to provide what were clearly very personal conversations, but without them or anything else that might shed some further light on what happened (such as a police investigation) I'm not reasonably able to come to the conclusion that she was defrauded.

I'm afraid there's any number of explanations as to why N didn't repay Mrs A, including that he might have been a victim of a scam himself. There simply isn't enough evidence for me to conclude that he set out to defraud Mrs A or didn't use the money in the way he promised. That means Barclays haven't made a mistake in declining to reimburse her and I don't uphold this complaint.

**My final decision**

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 4 April 2025.

Rich Drury  
**Ombudsman**