

## **The complaint**

Mrs G and Mr H complain that Barclays Bank UK PLC did not reimburse the funds they lost to a scam.

## **What happened**

Mrs G and Mr H say they were introduced to a new cryptocurrency coin which their friend had invested in previously. They looked at the related website which looked professional and they reviewed a 'white paper' for the investment. They spoke to the individual who owned the company that was creating the coin and decided to invest. They say that between December 2020 and January 2023, they sent a total of £256,985.32 from their joint account at Barclays to the scam. When they tried to withdraw these funds, they were unable to and it was at that point they felt they had been the victim of a scam.

Mrs G and Mr H raised a scam claim with Barclays for the lost funds via a representative, and referred the complaint to us before Barclays could conclude their investigation. In their business file to us, Barclays included a final response letter that stated not enough evidence had been provided to fully assess the claim. Despite asking for more information, Mrs G and Mr H's representative had not provided anything further to Barclays. Barclays said as there was no evidence of a loss, they could not look into the claim further.

Our Investigator issued a view saying it was fair that Barclays had not assessed the claim as not enough evidence had been provided to show Mrs G and Mr H had been the victim of a scam. Because of this, they did not uphold the complaint. Mrs G and Mr H's representative disagreed with the findings and reiterated that they had invested in a coin which they were unable to withdraw any returns from.

As an informal agreement could not be reached, the complaint has been 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.

It isn't in dispute that Mrs G and Mr H authorised the payments in question. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that they are liable for the transactions. But they say that they have been victims of an authorised push payment (APP) scam.

Barclays has signed up to the voluntary CRM Code, which provides additional protection to scam victims. Under the CRM Code, the starting principle is that a firm should reimburse a customer who is the victim of an APP scam (except in limited circumstances). But the CRM Code only applies if the definition of an APP scam, as set out in it, is met. I have set this definition out below:

*...a transfer of funds executed across Faster Payments...where:*

- (i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or*

*(ii) The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent.*

I've therefore considered whether the payments complained about fall under the scope of an APP scam as set out above. In order to determine if they have been the victims of a scam, I have to consider if their intended purpose for the payments was legitimate, whether the intended purposes they and the people they paid were broadly aligned and, if not, whether this was the result of dishonest deception on the part of the individuals.

Mrs G and Mr H have mentioned a specific company that was issuing a specific cryptocurrency coin, and I can see posts online confirming this occurred. However, I have been provided no additional evidence to confirm what they have alleged. For example, there is no evidence showing how they found the opportunity, such as messages or e-mails between them and the individual that introduced them to the investment. They said they viewed a 'white paper' as well as a professional looking website about the investment, but again I've seen no evidence of either of these. I also have not seen any evidence of communications between Mrs G and Mr H and the company they allege scammed them. Nor have I seen any statements for their cryptocurrency wallets to show where the invested funds went and therefore what loss may have been incurred.

I therefore have not seen enough evidence to assess what their intended purpose of the payments were, or what the individuals they paid intended for the payments. So, I cannot go on to assess whether those purposes aligned or not, even on a balance of probabilities. I therefore think Barclays acted reasonably when it said it could not look into the claim further.

It should be noted that Mrs G and Mr H have been represented by a professional organisation, and I would expect their representative to be aware of the level of evidence required to carry out an investigation. In this case, I have not seen enough to be satisfied Mrs G and Mr H have been victims of the type of scam they have described. This is not to say that I think they have misled anyone or that they have not been victims, however in order to come to a fair and reasonable outcome both our service and Barclays need some evidence showing how a scam occurred and the details of what it entailed.

With all of the above in mind, I think it is reasonable that Barclays did not reimburse Mrs G and Mr H in the circumstances.

### **My final decision**

I do not uphold Mrs G and Mr H's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr H to accept or reject my decision before 9 October 2025.

Rebecca Norris  
**Ombudsman**