

## **The complaint**

Mr D complains Barclays Bank UK PLC (“Barclays”) refuses to refund him for transactions on his account he says he didn’t authorise.

Mr D has appointed a professional representative who has brought this complaint on his behalf. However, for ease, I will simply refer to “Mr D” throughout my decision, even when referring to submissions made by his representative.

## **What happened**

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr D says he was scammed into sending cryptocurrency to a scammer’s wallet under the impression that they would be making investments on his behalf. However, when he was unable to withdraw his money, he realised he had been scammed. The payments in question are said to have happened between January and March 2021 and amounted to approximately £28,000. Mr D says Barclays should’ve prevented the larger payments made to his cryptocurrency wallet as they were out of character for his account, and it should’ve done more to protect him from financial harm.

Barclays has considered Mr D’s complaint but says he has been inconsistent throughout his complaint, and it cannot be sure that a scam has even taken place. Either way, Barclays says as Mr D was a regular investor in cryptocurrency, he was regularly transferring money from his Barclays account to his own cryptocurrency wallet for genuine investing, and from there he made the decision to invest with the scammer. But it says it can’t be held responsible for the scam payments that were later made from his wallet, as it has no control over the payments made from the cryptocurrency wallet. So, it refused to refund any of the payments Mr D disputes.

Our investigator considered this complaint and decided not to uphold it. She also felt that there was not enough evidence of a scam. And even if there was stronger evidence of a scam, she didn’t think any intervention from Barclays would have made a difference. Mr D wasn’t happy with this outcome, so 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 is not in dispute that Mr D authorised the payment transactions in this matter. Generally, consumers are liable for payment transactions they have authorised. However, there are regulatory requirements and good industry practice which suggest firms/banks – such as Barclays – should be on the look-out for unusual and out of character transactions to protect their customers from financial harm. And, if such payment transactions do arise, firms should intervene before processing them.

Before I can consider whether Barclays attempted to protect Mr D from financial harm, I must be persuaded that a scam has taken place and that the payments Mr D is claiming for were lost because of such scam. It is Mr D's responsibility to provide appropriate evidence to support his version of events and the losses he says he has incurred.

**Has Mr D evidenced that he has been the victim of an APP scam?**

As part of their investigation, our investigator asked Mr D to provide us with evidence that he had been the victim of an APP scam. This included:

- evidence of the advert/video/link or other communication which first brought Mr D's attention to the scam investment opportunity
- any evidence of the conversations that Mr D had with the scammer over the period he says he was investing with them
- any evidence that linked the payments made from Mr D's Barclays account to the scam
- evidence that the funds in question were ultimately lost to the scammer having been moved on from Mr D's account at Barclays.

Generally, in cases such as this, I would expect to see some evidence of the conversations that took place to arrange the investment between the scammer and Mr D, or evidence of any product literature sent to Mr D to persuade him to invest. In this case, Mr D hasn't been unable to provide such evidence, nor has he been able to demonstrate, through contemporaneous evidence, that any of the payments that left his Barclays account were connected to a scam.

While one piece of evidence that I can take into consideration is Mr D's testimony, I will often need other supporting evidence to show what happened and when. For example, it is important to know what Mr D understood the payments to be for, what he thought he would receive in return and how he came to realise something was not right. It is also important to know exactly what loss he incurred. I would also highlight here that there is a lack of clarity in Mr D's evidence around how and when the scam investments began, and which funds were sent to the scammer, and which were used for his own genuine investments. I appreciate that in recent correspondence Mr D's representatives clarified which payments were the scam payments and which were his own investments, however, it is difficult to rely on this without any supporting evidence.

Mr D says he only communicated with the scammer through the online portal the scammer had him use, and this is no longer available for him to login to. He also says he no longer has the video link or any screenshots of the video which first attracted him to the investment, and this is no longer recoverable. So, the only piece of evidence I have been provided with, apart from Mr D's testimony and the link to a website which doesn't work anymore, is his cryptocurrency statement. While this does evidence the payments from Barclays being received and then exchanged or sent on to another wallet, there is no contemporaneous evidence to show why these payments were made at the time.

So, considering the very limited information I have available to me, there simply isn't enough for me to fairly and reasonably conclude that the money Mr D is now claiming back was lost as the result of a scam. Because of this, I think it is fair and reasonable that Barclays has not refunded Mr D in the circumstances, and I do not direct it to take further steps to remedy the complaint.

**My final decision**

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 October 2025.

Sienna Mahboobani  
**Ombudsman**