

## **The complaint**

Mr D complains that Barclays Bank UK PLC failed to sufficiently intervene causing him to fall victim to an authorised push payment (APP) investment scam.

## **What happened**

The details of this complaint are well known to both parties and so I will not repeat them again here. In summary, Mr D says he fell victim to an investment scam after he sent over £40,000, via cryptocurrency exchanges, to what turned out to be a scammer. He said some funds were received back from the scammer - but subsequently he was unable to withdraw his funds and then realised it was a scam. As the facts are not in dispute I will focus on giving the reasons for my decision instead.

Our Investigator didn't uphold the complaint as he did not consider there was sufficient evidence to show a loss occurred from a scam. Mr D disagreed and the case 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I have kept in mind that Mr D made the payments himself and the starting position is that Barclays should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made. In line with this, Barclays ought to have been on the look-out for the possibility of fraud and made additional checks in some circumstances.

In this instance there is little evidence showing the funds Mr D says he lost are linked with the investment scam he states he fell victim to. I do appreciate the alleged scam took place some time ago. The lengths Mr D has gone to in order to show the full details of scam have not been overlooked, nor has his testimony. It is unfortunate that the issues experienced have caused the loss of his chat logs and access to emails, that may well have substantiated his claims.

As we are evidence-based though, in order to ask Barclays to reimburse Mr D, I would need to see something showing the lost funds were, on the balance of probabilities, sent as part of a scam – not merely as part of a bad investment. Similarly, chat logs allow us to consider

whether a party was under the influence of a scammer and the likely impact different levels of warnings may have had to break such influence.

I'll add that we do consider each case on its own individual merits – and therefore the evidential requirements to allow us to reach a decision is completed on a case-by-case basis. Although the screenshots Mr D has been able supply are useful, I cannot find on the balance there's enough to show the link between Mr D's losses and a scam

I really am sorry to hear that Mr D has suffered losses – it is a large sum of money and he has my sympathy. However, considering the available evidence I haven't seen enough persuasive evidence Mr D made the payments now complained about due to being the victim of a scam. So, I don't find there are any grounds to uphold this complaint.

For completeness I'll add, although Barclays has signed up to the Contingent Reimbursement Model Code, the payments Mr D made from his account aren't covered by the Code. This is because he made them from his Barclays account to other accounts in his name and not to another person. So, I wouldn't have been able to fairly and reasonably say that Barclays would have had to refund Mr D under the Code when it wouldn't have applied here.

### **My final decision**

My final decision is I do not uphold this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 22 October 2025.

Lawrence Keath  
**Ombudsman**