

The complaint

Mr O is complaining that Barclays Bank UK PLC hasn't agreed to refund payments he says he made to a scam.

The complaint is brought on his behalf by a professional representative, but I'll mainly refer to Mr O here.

What happened

Both parties are familiar with the circumstances of the complaint, so I'll only set out the key points here.

Mr O says he was introduced to an investment scheme by a friend.

In early 2022 he made 15 payments totalling £12,472.95 from his account with Barclays to buy cryptocurrency, which was then transferred to the scheme. The payments were made between 4 January 2022 and 9 May 2022, and were made via transfer and debit card. The highest payment was for £3,810 and the lowest was for £115.

In 2024 Mr O complained about what had happened, through his representative. He said that the scheme he'd invested in was a scam and he'd lost his money, and that Barclays ought to reimburse him.

Barclays replied to ask Mr O for evidence to show how the scam unfolded and explained that it didn't think it needed to reimburse Mr O on the basis of what it had seen so far. Mr O didn't agree, so he brought his complaint to the Financial Ombudsman Service.

Our Investigator looked into what had happened but they didn't think Mr O's complaint should be upheld. They pointed out that Mr O hadn't provided enough evidence that the payments had been made to a scam, but also explained that they thought what Barclays has done to intervene was proportionate in the circumstances.

Mr O didn't agree, so his complaint was passed to me for review and a decision.

I issued my provisional decision on 27 August 2025. This is what I said.

"I'm sorry to disappoint Mr O but I'm not currently minded to uphold his complaint. I'll explain why.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. Barclays is expected to process authorised payment instructions without undue delay. But it also has long-standing obligations to help protect customers from financial harm from fraud and scams.

Those obligations are however predicated on there having been a fraud or scam. And in this case, I think it would only be reasonable for me to consider whether Barclays is responsible

for the loss Mr O claims to have suffered if, indeed, I'm satisfied I've seen sufficient evidence that the disputed payments have been lost to a scam.

Mr O says he made the disputed payments to an investment scheme, which is now widely accepted to be a scam. But I've not seen enough evidence that the payments Mr O is disputing were made to this scheme and subsequently lost.

The available evidence shows that the disputed payments were made to cryptocurrency exchanges. Mr O doesn't have any correspondence which links the payments he's disputing to the scheme. He's also not provided any evidence that the funds were moved on after they were exchanged into cryptocurrency. So, we only have Mr O's testimony that these payments were subsequently invested in the scheme and then lost.

Mr O has provided some background information about how he became involved in the scheme and how it operated. And he's provided some screenshots which show how the scheme worked. But I can't see there's any information on the screenshots which directly links them to Mr O. And this information also doesn't show that the disputed payments were made to the scheme and subsequently lost.

I'm sorry to disappoint Mr O. This is not to say I don't believe him, but I think it's reasonable for him to provide evidence to support his version of events about the losses he says he suffered. And I don't have enough evidence to show this here. So, I can't reasonably conclude that Mr O has suffered a loss to a scam which Barclays could have prevented."

I asked both parties to reply with anything they wished to add by 10 September 2025.

Mr O's representative responded to say, in summary, that the volume, pattern, and nature of the payments Mr O made — particularly the transfers to cryptocurrency platforms, the total amount involved, and the lack of prior trading history – were consistent with investment scams and I should decide, on the balance of probabilities, whether this is enough evidence to support his claim. It also reiterated that it thought Barclays ought to have intervened in the payments.

Barclays didn't respond to my provisional 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.

Having done so, I'm not changing my provisional decision.

I've already explained why I don't have enough evidence to show Mr O suffered a loss to a scam here and my decision on this point hasn't changed. It remains the case that we only have evidence Mr O made payments to cryptocurrency and no direct evidence that the funds were subsequently invested in and lost to a scam.

Mr O's representative has said the pattern and amount of the payments suggests a scam has taken place but I don't agree – actually the payments were spread out over four months which isn't necessarily indicative of scam. I appreciate that some of the payment values seem unusual, in that they're not all a "round" number – but I don't think I can reasonably conclude that this means Mr O was making payments to a scam rather than simply deciding to invest in cryptocurrency without the involvement of a third party (which, incidentally, is also what he told Barclays he was doing when it spoke to him). Payment amounts can vary in either of these scenarios. And Mr O may not have made payments to cryptocurrency

before but this doesn't mean these payments to cryptocurrency must be related to a scam. I would certainly need more evidence that Mr O had been involved in a scam before I could decide, on the balance of probabilities, that the disputed payments had been lost to it.

Once again I'm sorry to disappoint Mr O, but it wouldn't be fair or reasonable for me to ask Barclays to refund the disputed payments here.

My final decision

My final decision is that I'm not upholding Mr O's complaint.

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

Helen Sutcliffe
Ombudsman