

## **The complaint**

Miss S complains that Barclays Bank UK PLC won't refund money she says she lost to an investment scam.

Miss S is professionally represented, however, to keep things simple, I'll refer to Miss S throughout my decision.

## **What happened**

The details of the complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the reasons for my 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 agree with the conclusions reached by the Investigator for the following reasons.

I've firstly considered the Contingent Reimbursement Model (CRM) model, but it doesn't apply here. This is because the CRM doesn't apply to debit card payments or transfers which the payer has made to themselves. In this instance the payments from the Barclays account were sent to an account in Miss S's own name and therefore the CRM model does not apply.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probability – that is what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. Barclays are expected to process authorised payment instructions without undue delay. But as a bank, they also have 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 so, it would only be reasonable for me to consider whether Barclay's is responsible for the loss Miss S claims to have suffered if, indeed, she has been scammed. I've therefore considered whether Miss S was a victim of a scam.

It isn't in dispute that Miss S sent payments from her Barclays account to a crypto exchange in her own name. However, I can't be certain what happened to the funds after they entered the crypto exchange. So, I've looked at the limited information Miss S has provided when considering whether Miss S was scammed or not.

From what's been provided, I can't see anything to show that Miss S made these payments to, or from the crypto exchange, specifically for the investment scam she says she fell victim to. Miss S has provided literature regarding this scam, but not that she was involved with it

directly herself in the way of payments being made.

And while I don't dispute Miss S's version of events, our service has asked Miss S on several occasions to provide further evidence, which hasn't been provided. I want to highlight at this stage I haven't overlooked Miss S's difficult circumstances, or the challenges she's faced in obtaining certain evidence.

On balance, I can't be entirely satisfied Miss S fell victim to the investment scam. However, for the sake of completeness, even if I were to accept Miss S sent the payments to the investment scam, I don't think Barclays would be responsible for her loss. This is because the payments were mostly low value, spread out over the course of four months and going to a legitimate crypto exchange. As a result, I wouldn't have expected Barclays to have carried out any additional checks before processing them. So, I can't say they were responsible for the loss Miss S suffered.

I've also thought about whether Barclays could've done more to recover the funds after Miss S reported the fraud. In this instance, as the payments were made by debit card, the only method of recovery would be to attempt a chargeback. But this likely wouldn't have been successful. This is because the service Miss S paid for from the crypto exchange was provided.

I have a great deal of sympathy for Miss S and the loss she's suffered. But it would only be fair for me to direct Barclays to refund her loss if I thought they were responsible – and I'm not persuaded this was the case.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 7 November 2025.

Israr Ahmed  
**Ombudsman**