

## **The complaint**

Mr C complains that Allied Irish Banks Plc (“AIB”) won’t refund the full amount of money he says he lost to a scam.

## **What happened**

The background to this complaint is well-known to both parties, so I won’t repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr C complains that he sent several payments from his account with AIB to what he believed was a legitimate investment.

AIB looked into the complaint but didn’t uphold it. So, Mr C brought his complaint to our service. Our investigator looked into the complaint but didn’t uphold it.

Our investigator didn’t think it had been sufficiently evidenced that Mr C had lost money to a scam.

As no formal agreement could be reached, the complaint has been passed to me to decide.

## **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 very 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 focussed on what I think is the significant part here. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. 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.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – 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 (PSR) 2017, consumers are generally liable for payments they authorise. AIB is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams. But those are predicated on there having been a fraud or scam. So, to start, I’ve considered whether I’m satisfied Mr C was a victim of a scam.

Having considered the information Mr C and his representative have sent to support his claim that he was scammed, I’m not satisfied it shows me more than Mr C making a transfer of funds into cryptocurrency wallet’s.

Mr C hasn't sent any evidence of contact with a scammer or someone asking him to transfer money, or most importantly that he suffered a loss after making the transfers. Mr C has said in his testimony that the scammer supplied a significant amount of documentation, but we haven't seen anything specifically addressed to Mr C.

Mr C has sent some email receipts, but these cover very little of the large amount of payments Mr C made.

Mr C and his representative haven't said why there's no evidence of payments being requested and limited amounts to show they were made but having seen the number of transactions Mr C claims to have sent to the scam, I find it most likely this would've been done over some kind of messaging service or email and should still be available for Mr C to retrieve. Although our investigator has asked for this evidence, this hasn't been supplied.

Whilst Mr C says he was sending money to cryptocurrency platforms then on to the scammer's wallets, he was also receiving several returns. This makes it incredibly difficult to decide fairly what was money used as part of the scam and what may have been transactions done by Mr C on his own.

Mr C has provided some documents to the Financial Ombudsman in support of his claim that he has fallen victim to a scam. I've given Mr C's submissions careful consideration. From this, I'm satisfied Mr C purchased cryptocurrency. But I haven't seen anything to specifically show how many of these transactions (and which ones if so) were carried out in relation to a scam. So, while I've considered Mr C's testimony, I can only be satisfied that he made legitimate transactions on his account – but not that the ultimate beneficiary of the funds was a scammer.

Mr C's representative has supplied a trace report that it says shows Mr C sent money as part of a scam. I've considered this report carefully, but I'm not satisfied it sufficiently evidences the company Mr C says he sent the money to, owns the wallet where the money ended up, how this link has been established, or where the money ended up or what it was used for after it entered this wallet.

That said, even if I were to be satisfied Mr C had fallen victim to a scam, I'm unable to establish the actual loss he claims to have suffered. This is because I can't be satisfied that Mr C didn't benefit from some of the transactions (due to an absence of evidence of why they were made and large credits coming back to the account). And without being able to establish the exact loss actually suffered (if any), I can't fairly or reasonably direct AIB to refund Mr C the disputed transactions.

I'm also not convinced any intervention from the bank would have prevented Mr C from making these payments. I'll explain why.

Mr C says he was recommended the opportunity through a friend. This friend and others who he said had invested reassured Mr C that they had been getting returns and were able to withdraw them. I have no doubt that this information would have reassured Mr C that his payments were being made to a legitimate company. As I've explained above, Mr C also had a substantial number of withdrawals to his account, which started shortly after making his first payment and went on for some time.

Mr C also says that he was provided with a 'white paper' which set out comprehensive information about the company where he sent his money.

Our client was provided with a significant amount of documentation by the Fraudsters to verify their legitimacy. Our client had access to a white paper relating to the development of

the company. The white paper provided is a comprehensive document setting out how the company worked, and how it was planning to expand in the years to come. This included a roadmap for each year, breaking down the plan into each quarter. These documents were highly professional, presenting themselves as a legitimate company, with a long-term plan. This convinced our client that this was a genuine investment opportunity giving him the confidence to invest.

So with the specific circumstances of this complaint in mind, had AIB spoken to Mr C when making the payments, I'm convinced the factors above, amongst other things would have alleviated any concerns Mr C and the firm may have had.

So based on everything I've seen, on balance, I'm not persuaded or satisfied it's been sufficiently demonstrated that Mr C made these payments to a scam, and what loss it created. This is because of Mr C's lack of evidence to show that he was in contact and convinced by a scammer to send money, and how much he was asked to send.

So, although I've explained AIB has obligations when its customers are sending payments, these are predicated on there having been a fraud or scam. I know Mr C will be disappointed by this outcome. But for the above reasons, I don't think AIB has acted unfairly by not providing a refund.

### **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 Mr C to accept or reject my decision before 11 December 2025.

Tom Wagstaff  
**Ombudsman**