

The complaint

Mr G complains that Barclays Bank UK PLC did not reimburse the funds he says he lost to a scam.

What happened

Mr G got in contact with an individual who had previously carried out work on a property of his. I'll refer to this individual as 'X' for the purposes of this decision. While X was at the property to work on a door, he saw other issues in the house that needed fixing and provided Mr G with a quote of £7,860. This was to include work such as laying wooden flooring, redecorating and replacing windows and Mr G agreed to this. X asked for an initial payment of £1,242 for some materials related to the stairs, which Mr G paid via transfer from his Barclays account.

X carried out some of the work agreed, including partial decoration and partial flooring in three rooms, however, according to Mr G the work that has been done was not to a high standard. Mr G made further payments totalling £5,080 but has made it clear that he is only raising a complaint about the payment of £1,242, as this was for materials that were never delivered by X despite him saying they would be on more than one occasion.

Mr G raised a scam claim with Barclays who looked into it, but they felt this was a civil dispute and not a scam as other payments had been made to X that Mr G was not disputing. The complaint was referred to our service and our Investigator looked into it. They agreed this was more likely a civil dispute and did not fit the description of a scam under the Lending Standards Board's Contingent Reimbursement Model ("CRM") Code. Instead, they felt X was a genuine tradesman who did not honour the terms of the agreed contract.

Mr G disagreed with the outcome and reiterated the £1,242 was separate to the overall renovation quote. He again highlighted these goods were never received and he felt X had no intention of ever carrying out the agreed work.

As an informal agreement could not be reached, 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 isn't in dispute that Mr G authorised the payment in question. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that he's liable for the transaction. But he says that he has been the victim of an authorised push payment (APP) scam.

Barclays has signed up to the voluntary CRM Code, which provides additional protection to scam victims. Under the CRM Code, the starting principle is that a firm should reimburse a customer who is the victim of an APP scam (except in limited circumstances). But the CRM

Code only applies if the definition of an APP scam, as set out in it, is met. I have set this definition out below:

...a transfer of funds executed across Faster Payments...where:

- (i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or*
- (ii) The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent.*

The CRM Code is also explicit that it doesn't apply to private civil disputes. The wording in the code is as follows:

"This Code does not apply to:

- b) private civil disputes, such as where a Customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the Customer is otherwise dissatisfied with the supplier."*

I've therefore considered whether the payment Mr G made to X falls under the scope of an APP scam as set out above. Having done so, I don't agree that it does. I'll explain why in more detail.

Mr G has said the payment of £1,242 was specifically for materials related to the staircase, and I can see the bank transfer referenced a staircase, and some messages I have seen between Mr G and X also confirm the payment was for materials relating to the staircase. While I appreciate Mr G would like me to look at this payment and the non-receipt of the specific materials they relate to in isolation, I do need to consider the situation as a whole.

To assess whether I think it is more likely the payment was for fraudulent purposes or if X was a legitimate supplier who did not provide the good requested, I have to look at all factors of the complaint. This includes how Mr G met X, what other work X carried out, what other payments were made and what the receiving bank information tells me.

I can see X previously worked for a reputable company that Mr G used, which is how they initially met some years before. As Mr G still had his contact details, he contacted X to carry out some unrelated work on some doors which it appears he did. At that point, X offered to carry out additional work in the house Mr G needed, which he agreed to.

Mr G has confirmed to Barclays that some of this work was carried out, and he paid instalments to X totalling £5,080 out of the agreed £7860. Mr G says only some of the work was carried out, and this would tie in with the fact only part of the agreed funds were paid to X. In any event, from what Mr G has said, it appears X did arrive at the property and carry out work in multiple rooms on the property, and there was around a month between Mr G making the payment for the materials and all contact ceasing between the parties. It therefore appears that X was a genuine tradesman who intended to carry out the agreed work on the property at the time Mr G paid him the £1,242 as I think it is unlikely he would purposefully defraud Mr G out of an initial £1,242 and then continue to arrive at the property and carry out work.

I have also reviewed the receiving bank statements, the details of which I cannot share due to data protection issues. However, the activity on the statements is consistent with someone who is a tradesman working on properties, so the activity on the receiving bank account does not raise concerns Mr G could be the victim of a scam.

Having carefully reviewed everything available to me, I think the payment of £1,242 falls under the definition of a civil dispute set out above, as I think it is more likely X was a genuine tradesman who did not provide the goods Mr G paid for. So, I think it was reasonable for Barclays to treat this complaint as a civil dispute, and I do not think it needs to reimburse Mr G.

My final decision

I do not uphold Mr G's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 October 2025.

Rebecca Norris

Ombudsman