

The complaint

Mrs D complains that Barclays Bank UK PLC (“Barclays”) have declined to reimburse losses she has incurred as the result of 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, I understand it to be as follows.

In early 2024, Mrs D contracted the services of a building company to carry out work on her property. This company will be further referred to as ‘Company A’.

Mrs D initially contracted Company A to carry out some work on her roof. Satisfied with this work, Mrs A paid Company A £5,750 on 24 February 2024 to supply and install windows at her property in May 2024.

Shortly before the agreed start date, Company A contacted Mrs D to explain that, due to illness, they wouldn’t be able to install the windows. The work was then rearranged for 5 August 2024.

Mrs D was contacted shortly before the rearranged start date and was advised Company A wouldn’t be able to begin the work on this new date. Unhappy with this, Mrs D requested a refund. Having not received a refund, Mrs D contacted Barclays to request reimbursement in August 2024.

Barclays investigated the matter but determined it to be a buyer seller dispute. Unhappy with this response, Mrs D referred her complaint to our service.

An investigator looked into Mrs D’s complaint but didn’t uphold it. The investigator said that they didn’t think there was sufficient evidence to demonstrate Mrs D had fallen victim to an authorised push payment (“APP”) scam under the Contingent Reimbursement Model (“CRM”) Code and Barclays weren’t liable to refund her.

Mrs D disagreed with the investigator’s findings as she believed she’d been defrauded by Company A.

As the complaint couldn’t be resolved by the investigator it has been passed to me for a 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.

Mrs D has provided detailed submissions to our service in relation to this complaint. In keeping with our role as an informal dispute resolution service, I will focus here on the points I find to be material to the outcome of Mrs D’s complaint. This is not meant to be a

discourtesy to Mrs D and I want to assure her I have carefully considered everything she has submitted.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

Where there is a dispute about what happened, and the evidence is incomplete or contradictory, I've reached my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the available evidence.

In broad terms, the starting position at law is that a bank such as Barclays is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

Barclays are a signatory of the Lending Standards Board's CRM Code which requires firms to reimburse customers who have been the victims of APP scams in all but a limited number of circumstances.

But, the CRM Code does not apply to private civil disputes, for example 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.

The relevant part of the CRM Code definition of an APP scam requires that the payment was made to: *'another person for what they believed were legitimate purposes but which were in fact fraudulent.'*

The CRM Code also explains that it does not apply to *'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'.*

In order to reach my outcome on this complaint, I've considered the purpose for which Mrs D made, and Company A received, the payment. And, if there is a significant difference in these purposes, whether I can be satisfied that this difference was as a result of dishonest deception.

It's clear that Mrs D made the payment in order for windows to be made for, and delivered to, her property. So, I've gone on to consider what purpose Company A had in mind and whether that was in line with the purpose Mrs D made the payment.

Mrs D has stated that she's received no evidence that the windows had been purchased and has supplied an email which appears to be from an employee of the company that was supposedly paid to manufacture the windows. This email states that the window manufacturer had not received any payment from Company A to produce windows for Mrs D's property.

In order for Mrs D's claim to meet the CRM Code's definition of a scam, I'd need to be satisfied that Company A didn't have the intention of supplying the windows at the time of the payment. I don't think the fact that Mrs D has no evidence that the windows have been made definitively shows that Company A didn't have the intention of supplying the windows at the time she made the payment.

Firstly, Company A had completed repairs to Mrs D's roof in February 2024, which suggests they were operating legitimately around the time Mrs D made the payment for the windows. I've also reviewed Company A's account statements with the beneficiary bank Mrs D's payments were made to. We've accepted Company A's bank statements in confidence but, where it's appropriate to do so, the FCA's Handbook does allow this service to share a summary of what the evidence has shown.

I've carefully reviewed the statements and can see numerous transactions to merchants linked with the building trade, suggesting Company A were legitimately carrying out activities within the building trade and were operating as a genuine company.

I can see that there were attempts by Company A to rearrange a date for the installation of the windows. There were also then attempts by an intermediary company, at the request of Company A, to arrange for the installation of the windows. By this stage, it's clear from the correspondence that Mrs D did not wish to continue with Company A and requested a full refund of her payment or delivery of the windows.

It's also important to consider that Mrs D had raised her scam claim with Barclays by the time that the intermediary had stepped in to attempt to resolve the situation. This suggests that there had been a breakdown in the relationship between Mrs D and Company A. It also suggests that Company A, via the intermediary, were still attempting to resolve the situation.

There could be genuine reasons that the windows haven't been manufactured, such as financial mismanagement or administrative issues on the part of Company A, but this wouldn't demonstrate that they were not intending to fulfil their agreement with Mrs D either at the time the payment was made or at the time Mrs D raised her claim with Barclays.

Ultimately, I'm not persuaded the evidence available sufficiently demonstrates that Company A had no intention of supplying the windows to Mrs D at the time she made the payment.

Lastly, I've considered whether Barclays could've done any more at the time of the payment in order to prevent Mrs D's loss. Though the payment may be considered to have been unusual and suspicious in comparison to the typical operation of Mrs D's account, I don't believe that any intervention from Barclays at the time of the payment would've prevented it being processed. I say this as I don't think the answers Mrs D would've given to any questions asked by Barclays would've suggested that she might be at risk of financial harm and resulted in the payment being prevented.

Overall, I'm not persuaded that Mrs D has fallen victim to an APP scam as defined by the CRM Code, based on the evidence available. Should any material new evidence come to light at a later date that would suggest that Mrs D was the victim of a scam, such as from the police or Trading Standards, then I would suggest she contacts Barclays to make them aware of this new evidence.

I appreciate this will be very disappointing to Mrs D and I don't doubt the substantial impact this situation has had on her. But, I'm unable to say that Barclays are liable to reimburse her payment.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 24 October 2025.

Billy Wyatt
Ombudsman