

The complaint

Miss H complains that Barclays Bank UK PLC (“Barclays”) won’t refund the money she says she lost to a scam.

What happened

The detailed background to this complaint is well known to both parties. So, I’ll only provide a brief overview of some of the key events here:

In June 2020, Miss H decided to have some work completed on her garden. She found someone who said they were able to complete the work on an online marketplace that connects people with local tradesmen. Miss H agreed a quote of £2,700 with the tradesman with the work to include new fencing and a patio.

However, when he attended her property, the tradesman started to ask for money upfront and to increase the overall cost of the work - saying that he had to pay for materials and that some things hadn’t been included in Miss H’s original quote. Overall, Miss H ended up paying the tradesman £4,300.

Miss H now believes she has been the victim of a scam. She’s says that whilst the tradesman did attend her property, the agreed work was never completed and the work that was completed was done to a very poor standard. The fence panels were flimsy and ultimately collapsed and the patio was also laid badly. Miss H says the tradesman also caused some problems with her neighbours and left rubbish on her property. When Miss H confronted the tradesman, she says he became abusive and ultimately, he stopped responding to her communication attempts.

In 2024, after receiving some correspondence about scams, Miss H reported what had happened to her to Barclays. Miss H had already tried to take legal action against the tradesman but her legal representatives weren’t able to locate him so this didn’t go anywhere.

Barclays said Miss H wasn’t eligible for a refund under the relevant regulations as it didn’t think she’d been the victim of a scam. It said it thought Miss H’s circumstances most likely amounted to a private civil dispute between Miss H and the tradesman. To support this, Barclays said the tradesman had attended Miss H’s property and completed some of the work – just not to the correct standards. Barclays said that this indicated that this was a dispute as to the quality of the work completed, rather than a scam that it should become involved in now.

Unhappy with Barclays’ response, Miss H brought her complaint to this service and one of our investigators looked into things. Our investigator didn’t think the complaint should be upheld. They agreed that Miss H’s circumstances most likely amounted to a private civil dispute between her and the tradesman and so they didn’t recommend Barclays offer Miss H a refund.

Miss H didn't agree with the investigator's opinion. And as the case could not be resolved informally, it 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.

Having done so and having thought very carefully about Barclays' actions, I won't be upholding this complaint.

I do appreciate how disappointing this will be for Miss H. I know how strongly she feels about what happened to her. And, whilst I'm sorry to hear of her circumstances and what happened to her garden, I don't think I can fairly hold Barclays liable for her loss. This is because not all cases where individuals have lost sums of money are in fact fraudulent and/or a scam. So, whilst I can quite understand why Miss H feels that she has been scammed, there is a high legal threshold or burden of proof for fraud and there are a number of potential reasons (other than a scam) for the breakdown in a relationship between two parties and for a dispute to exist.

When considering what is fair and reasonable in this case, I've thought about the CRM Code which Barclays was signed up to and which was in force at the time Miss H made these payments.

Under the CRM Code, the starting principle is that a firm should reimburse a customer who is the victim of an APP scam. So, I've thought about whether the CRM code applies in the circumstances Miss H has set out and whether Barclays ought to reimburse her under the provisions of the Code. But the Code is quite explicit that it doesn't apply to all push payments. It says:

“DS2(2) 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.”

Barclays is of the opinion that Miss H's circumstances fall into this definition of a private civil dispute and I agree that this is most likely the case here. I'm not persuaded that it is more likely than not, based on what I know and what the evidence shows, that Miss H's tradesman set out with an intent to defraud her from the outset. It seems more likely to me that this is a dispute about a tradesman failing to complete the work agreed, to the agreed standard and treating their customer poorly. And this amounts to a private civil dispute rather than a scam. I will explain in more detail below:

Miss H has provided numerous photographs which show the work that was carried out – including fence panels being erected and some paving being laid. I understand Miss H is of the opinion that the quality of the work is poor and incomplete. Based on the pictures I've seen, I agree. And whilst this would clearly be unacceptable to Miss H, this doesn't mean that her circumstances now meet the high legal threshold for this to be a scam where I would need to be satisfied that it was the tradesman's intention to deceive from the start.

So, whilst I acknowledge Miss H's arguments that the work was done poorly or incorrectly, that isn't, in and of itself, evidence of this being a scam. In fact, the fact that work was carried

out, albeit poorly, suggests the opposite. There would've been no obvious benefit to the tradesman in buying materials and completing any such work had he intended to defraud Miss H - it seems more likely that he would've "taken the money and run". And so, the fact that materials were purchased, and work carried out suggests to me that this wasn't a scam.

Finally, whilst I am unable to share details about a third party and the nature of their relationship with their bank, the evidence I've seen regarding the beneficiary account, indicates that the tradesman's account was legitimate and the bank hasn't said it had any concerns about how the account was being operated prior to Miss H making her payments.

Overall, I must make my decision based on what I think is most likely to have happened. And, based on the evidence I've seen, I think it's more likely the tradesman here was attempting to operating a legitimate landscaping business but the materials he purchased were poor and his work was rushed and of low quality. His relationship with Miss H broke down and the work was not completed. I'm not persuaded that it is more likely than not that he set out from the beginning with the intent to defraud Miss H.

I've also thought about whether Barclays should've done anything else to protect Miss H. I haven't been provided with any evidence that shows me Barclays provided Miss H with a scam warning when the payments were made here but I'm not going to go into detail on this because, given that I'm supportive of Barclays' decision to conclude this is a private civil dispute, there isn't any basis upon which any further intervention ought reasonably to have caused concern with the payments. So, I can't fairly criticise Barclays for not having done more in these circumstances. I know Miss H feels Barclays should've recommended that she pay via card rather than by bank transfer but there is no obligation on Barclays to recommend its customer pay for services via card payment. Furthermore, in circumstances such as this, a card payment would've unlikely been a viable option. Miss H appears to have employed a local sole trader who would've unlikely had any of the infrastructure needed to accept a card payment over a bank transfer.

Finally, I want to acknowledge that Miss H's feels Barclays offering her £150 for not advising her that she could contact Action Fraud when she initially reported being the victim of a scam, is Barclays accepting that it could've done more to help her when she made the payments. I'm not persuaded that it is. Barclays has agreed to pay Miss H compensation because it could have provided her with some further information when she reported being the victim of a scam. It is not saying it could've done more to prevent her losses at the time the payments were made. The payments had already left Miss H's account at this point and had mostly likely been spent and so Barclays failing to inform Miss H the possibility of being able to report what had happened to her to Action Fraud, hasn't had any impact on Miss H's ability to retrieve her funds.

I know this decision will be a huge disappointment to Miss H. I appreciate how Miss H feels about this case, and about her garden being left unfinished and in a poor state of repair at a time when she was unwell and vulnerable. I sympathise with the position Miss H found herself in and I'm in no way saying she doesn't have a legitimate grievance against the tradesman in question. It appears that she has been treated very poorly by him. But, for the reasons I've explained above, I don't think her circumstances meet the high legal bar for this to be a scam and because of this, I don't think it would be fair to hold Barclays responsible for the money she lost.

Overall, I'm not persuaded the payments Miss H made to the tradesman are covered under the CRM code, or that Barclays should be required to refund the money Miss H lost now.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 28 October 2025.

Emly Hanley Hayes
Ombudsman