

The complaint

Mrs J complains that Barclays Bank UK PLC won't reimburse her the money she transferred to a gardener who has failed to complete the agreed work.

What happened

The background to this complaint is well known to both parties and the investigator's view covered this in detail, so I'm not going to cover everything again here. But in summary, Mrs J has explained that she was looking to have some work completed on her garden. A gardener attended her property and provided her with a quote, which Mrs J agreed to. Mrs J made two payments to the gardener, totalling £3,600 and further funds were also sent to the gardener via a family member. Some materials were delivered, and some initial work was completed as agreed. However, the gardener then contacted Mrs J to advise he had fallen ill and would be unable to complete the work for some weeks.

From reviewing correspondence between Mrs J, her family and the gardener, it seems disagreements surfaced regarding the gardener's lack of contact and how the project should be progressed, before the gardener ended communications with Mrs J.

As Mrs J hasn't been provided with materials she has paid for and the gardener hasn't returned to complete the job, she now considers she has fallen victim to a scam and contacted Barclays to raise a claim.

Barclays considered Mrs J's claim but didn't uphold it. It considered this was a civil dispute between Mrs J and the gardener. Mrs J remained unhappy and referred her complaint to our service.

An investigator considered the complaint but didn't uphold it. While he acknowledged that the contract between Mrs J and her gardener hadn't been completed, he didn't think there was sufficient evidence to confirm the gardener intended to defraud Mrs J from the outset, in order to consider this a scam.

Mrs J disagreed with the investigator's opinion, so the complaint has been referred 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.

I'm very sorry to hear of the position Mrs J has been left in. It's clear to see that the work that was agreed to hasn't been completed here and this has inconvenienced Mrs J and most likely left her out of pocket.

Based on everything I've seen, it seems hard to argue other than that Mrs J's gardener has breached his contract with her. But I'm not deciding a dispute between Mrs J and the

gardener – I don't have the power to look into a complaint about this. My role is limited to deciding the dispute between Mrs J and Barclays.

Of course, Barclays didn't contract with Mrs J for the garden project she wanted done, and I can't hold it responsible for any breach of contract or other failings on her gardener's part. As a starting point in law, Mrs J is responsible for payments she's instructed Barclays to make. Unfortunately, there's little protection available to her for bank transfer payments, like these payments were.

The Lending Standards Board Contingent Reimbursement Model Code (the CRM Code) does provide some protection to victims of APP scams. But it specifically excludes private civil disputes.

There are a number of potential reasons (other than an APP scam) for a breakdown in a relationship between two parties and for such a dispute to exist. And unfortunately, businesses can breach contracts or fail to provide agreed goods and services. But that doesn't necessarily amount to evidence of an intent to commit an APP scam.

Specifically, the CRM Code details that private civil disputes can include payments made to a legitimate supplier where the goods ordered, or services agreed, were not received. The CRM Code will not apply to payments that meet that definition.

Instead for a payment to be covered by the CRM Code, it must meet the definition of an APP Scam under the CRM Code. In this context, that would require that the very purpose for which Mrs J's gardener procured the payment was different to what Mrs J believed, due to dishonest deception.

Having considered the available evidence here, it doesn't lead me to conclude that it's more likely than not that Mrs J's gardener intended to deceive Mrs J from the outset when receiving funds from her and that the work he did complete - and the materials he did buy - were purely a guise to obtain further funds.

I've reviewed evidence provided by the beneficiary account provider where Mrs J sent her funds to. While our service has been provided with this information, the account provider has done so in confidence. It has provided that which is necessary for the determination of this complaint to allow us to discharge our investigatory functions. Due to data protection laws, our service can't share any information about the beneficiaries, the receiving bank accounts or any investigation and action subsequently taken. However I would like to assure Mrs J that I have thoroughly reviewed and considered all the information provided before reaching my decision.

Having done so I don't think the account use supports an allegation that the account was set up as a means to defraud. I say this based on payments from the account that would align with the gardener's line of work and there is also a lack of other claims made against the account, as would be expected for a fraudster. There is also a lack of negative information about the gardener online as would be expected if others had also fallen victim to the same scam. Reviews I've seen on the whole tend to confirm that work he completed on other jobs was to a satisfactory standard.

All things considered, I think there are other equally likely possible scenarios here, such as the gardener not returning due to personal circumstances or due to a breakdown of communication with Mrs J. I therefore can't safely conclude that Mrs J's gardener took her funds without ever having any intention of carrying out the work Mrs J paid for. The evidence available simply isn't enough to support such a finding.

That means that while I'm sorry to disappoint Mrs J, I can't fairly hold Barclays responsible for the loss she suffered here. It also means I find the bank had no ability or obligation to try and recover Mrs J's money.

My final decision

For the reasons I've set out above, I don't uphold Mrs J's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 7 August 2025.

Kirsty Upton
Ombudsman