

The complaint

Miss C complains that Barclays Bank UK PLC ('Barclays') won't reimburse the funds she lost when she says she fell victim to a scam.

What happened

Miss C says that soon after moving into a new property other tradesmen told her that water was pooling on her roof, and the roof started to leak. She engaged someone I'll refer to as B from a company I'll call R to complete the necessary work and paid R £5,000 on 2 February 2023.

Miss C asked another contractor to prepare a report on the damage to her roof. This report said that the previous contractor (R) had incorrectly boarded over the existing felt roof and installed a fibre glass system. The contractor recommended that a new roof be installed. Miss C then had to pay for further work to be done.

In May 2023 Miss C raised a scam claim with Barclays. Barclays said Miss C has a buyer seller dispute with R which it isn't responsible for. It noted that the work was done but Miss C wasn't happy with the quality of it. When Miss C complained in 2025, Barclays reached the same outcome.

The investigator who considered this complaint didn't recommend that it be upheld. He said Barclays acted reasonably in saying Miss C had a civil dispute with B that isn't covered by the Lending Standards Board's Contingent Reimbursement Model Code ('CRM Code').

Miss C didn't agree with the investigator's findings and asked for a final decision. I have read Miss C's responses in full and have summarised below what I consider to be her main points:

- The work undertaken was completely substandard and the roof leaked three months later – meaning there was a breach of contract. And the issues haven't been rectified.
- All tradesmen who attended her property afterwards to provide quotes agreed the work completed by R was substandard. Building regulations weren't complied with, poor quality materials were used, and the slope wasn't big enough.
- She should receive a refund under the chargeback scheme as there was a breach of contract.
- She was deceived by B. Miss C gave numerous examples, including that B knew he would be closing the business soon after completing the work, the invoice being in the name of another company, that she was pressured to make payment, there are other examples of B performing poor work, and B stopped communicating.
- Barclays didn't explain in enough detail at the time why it decided she had a civil dispute, and she wasn't given the opportunity to explain why she disagreed.

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.

In deciding what's fair and reasonable, I am required to take into account relevant law and regulations, regulators' rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

I'm sorry to hear about what happened to Miss C and that she has lost funds in this manner.

In broad terms, the starting position at law is that a bank 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 is a signatory to the CRM Code which provides protection to scam victims. Under this code, the starting principle is that a firm should reimburse a customer who is the victim of an authorised push payment (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. It is for Miss C to demonstrate that she is the victim of an APP scam.

I have considered whether Miss C's claim falls within the scope of the CRM Code, which defines an APP scam as:

...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 explicit that it doesn't 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 other words, the CRM Code isn't a general protection for customers against non-receipt of, or poor quality, goods or services. It only applies if it can reasonably be established that there was the intent to defraud the customer from the outset.

It's important to note that I am not deciding a dispute between Miss C and B/R. My role is limited to deciding the dispute between Miss C and Barclays – as her bank. So, I need to decide whether Barclays acted fairly when concluding that this amounted to a civil dispute and not a scam.

To decide whether Miss C is the victim of an APP scam as defined in the CRM Code I have considered:

- The purpose of the payment and whether Miss C thought this purpose was legitimate.
- The purpose the recipient (R) had in mind at the time of the payment, and whether this broadly aligned with what Miss C understood to have been the purpose of the payment.
- Whether there was a significant difference in these purposes, and if so, whether it could be said this was as a result of dishonest deception.

Miss C thought she was paying a tradesman to fix her roof. I haven't seen anything to suggest that she didn't consider this to be a legitimate purpose.

I've gone on to consider the available evidence and B/R's purpose. There is no dispute in this case that B and his team completed work on Miss C's roof. In the circumstances, it's clear that B didn't have a different purpose in mind when he took Miss C's payment. Miss C has paid a legitimate supplier for a service that she received but is unhappy with, as she

says it's substandard. This scenario falls within the CRM Code definition of a civil dispute meaning I can't apply the reimbursement provisions of the code.

I appreciate that B hasn't returned to Miss C's property to put things right and that Miss C has been put to considerable expense for a poor service, but it's clear she isn't the victim of an APP scam. I can also see that the invoice provided to Miss C wasn't in R's name. But R completed the work, Miss C was given R's account details, and she paid R.

Miss C has said that Barclays should have raised a chargeback. But the chargeback scheme relates to card payments and Miss C made a faster payment. So Barclays acted reasonably in not discussing a chargeback claim or starting the process.

I've listened to the calls Miss C had with Barclays when she reported the scam and when it told her she had a civil dispute. Having done so, I'm satisfied that Barclays explained its reasoning and referred Miss C to Citizens Advice. I'm not persuaded that Miss C wasn't given the opportunity to explain why she disagreed or that Barclays provided a poor service, so I am not making an award.

Overall, whilst I'm sorry to hear of the circumstances of this complaint, I can't fairly require Barclays to reimburse Miss C.

My final decision

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 15 December 2025.

Jay Hadfield
Ombudsman