

The complaint

Mr P is unhappy Barclays Bank UK PLC (“Barclays”) hasn’t offered him a refund after he complained about being the victim of a scam.

What happened

Mr P says he found an advert for a car on a classified ads website.

Interested, Mr P went to see the car in person and carried out some checks on it. Satisfied that everything was in order, Mr P made two payments in relation to the car totalling £16,800.

Shortly after picking up the car, Mr P took it to a garage to be serviced. The garage told Mr P that it wouldn’t be able to service the car as the VIN number had been changed and the car was most likely stolen.

Mr P says then contacted the seller who said that if he returned the car, they would provide a full refund. At the same time, Mr P also contacted the Police. Mr P says the Police visited his home and told him to return the car to the seller. Mr P returned the car as advised. However, the seller did not provide him with a refund as agreed and has now become uncontactable.

Mr P contacted Barclays and made a scam claim. Barclays didn’t agree to offer Mr P a refund. It said it didn’t think he had been the victim of a scam. It thought his circumstances amounted to a private civil dispute with the seller of the car which was ultimately about the outstanding refund requested and not provided. Mr P disagreed. He said the seller had knowingly tricked him into paying for a stolen car and he was now without the car and his money.

Mr P brought his complaint to this service and one of our investigators looked into things. The investigator agreed with Barclays that what had happened to Mr P was most likely a civil dispute between Mr P and the seller of the car, rather than a scam. They acknowledged the seller had not provided Mr P with a refund as agreed but they didn’t think Mr P had been able to provide persuasive evidence that the car he paid for was stolen. Because of this, they couldn’t reach the conclusion that there has been an intention to deceive on the part of the seller from the outset.

Unhappy with this outcome, Mr P asked for his case to be reviewed by an ombudsman and the case was passed to me.

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 reviewed the somewhat limited evidence provided to me, I agree with the outcome reached by our investigator, for largely the same reasons, and so I won't be upholding this complaint. I'll explain why in more detail below:

The CRM Code

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 Mr P made the payments under discussion here.

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 first thought about whether the CRM code applies in the circumstances Mr P has set out and whether Barclays ought to reimburse him 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."

As part of their investigation, our investigator asked Mr P to provide this service with evidence that the Police had told him the car he'd purchased was stolen and that he'd been asked to return it to the seller for a refund. Mr P said he wasn't able to provide any evidence from the Police other than a reference number he had been given. Unfortunately, this now means I have no evidence that shows me that Mr P was more likely than not sold a stolen vehicle. I appreciate that Mr P has been able to provide the outputs from the garage he says he took the car to that appear to show that the car's VIN number had been changed but I'd need to see more than this to conclude that the car was stolen.

Generally, in cases such as this, I would expect to see some evidence from the Police that the car had been confirmed stolen and the action they'd taken thereafter - which usually involves the stolen vehicle being seized and potentially returned to its rightful owner. In this case, Mr P says the Police told him to return the stolen vehicle to the seller. But without evidence to support this, I think this is unlikely. I say this because it would be quite unusual for the Police to say that a confirmed stolen vehicle should be returned to the person who may have illegally sold it and who would then be in a position to sell it on, illegally, again, ultimately allowing stolen goods to remain in circulation.

So, taking into account the limited information I have available to me, there simply isn't enough for me to fairly and reasonably say Mr P has been sold a stolen vehicle and that therefore, he has been the victim of an APP scam. However, for completeness, I have gone on to think about whether it was reasonable for Barclays to deem Mr P's circumstances a private civil dispute between him and the seller of the car rather than a scam. And I'm satisfied it was. I say this because, in line with what I've said above, I'm not satisfied that Mr P has been deceived into making a payment that wasn't for the purpose he intended.

For Mr P to have been the victim of an APP scam, he must have been deceived about the very purpose for which his payments had been procured. Here the purpose of the payments was to purchase the specific car he'd seen in an advertisement and that he'd inspected in person - and that's what Mr P ultimately received. He paid for a specific vehicle and that is what he got in return. As I've said above, I haven't seen any persuasive evidence that satisfies me it's more likely than not that the car he purchased was stolen. A dishonest

misrepresentation about the car may have taken place but it's not possible to say this is more likely than not now. And so, although Mr P says the car was a stolen vehicle which has now been returned, he's not provided any substantive evidence to support that.

Overall, Whilst I understand Mr P is unhappy with the car and he may have a genuine dispute with the seller over whether he should receive a full refund or not, that is primarily a civil and contractual dispute between two parties - which is specifically excluded under the CRM Code.

As Barclays didn't need to consider this as an APP scam then it didn't need to go on to contact the recipient account provider. It didn't need to intervene with the payment either, although I appreciate that in this case, it did and it became apparent that Mr P was purchasing a vehicle which he said he'd carried out checks on and had viewed in person before making the final payment. This is the nature of questions and advice a bank ought to provide before purchasing a vehicle. So, I'm not persuaded Barclays could or ought to have known that Mr P would end up suffering a loss here. I've seen no other reason to recommend that Barclays offer Mr P a refund of the amount he paid for the car. I'm satisfied Barclays correctly considered Mr P's claim and I won't be recommending it do anything further now.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 January 2026.

Emly Hanley Hayes
Ombudsman