

## **The complaint**

H, a limited company, complains Barclays Bank UK PLC's IT outage stopped it making a payment and caused a significant loss, which it wants refunded.

H is represented by a director, who's in turn represented by Mrs M.

## **What happened**

Mrs M made a payment of £100,000 on the Barclays' app to a solicitors, but needed to send a further £50,000 to complete on an auction property H was looking to buy.

Mrs M visited a Barclays branch, but the staff couldn't complete the payment as there'd been an IT outage and the systems weren't working.

Unable to pay the further money for completion, the purchase of the property fell through. Because the purchase fell through H lost the deposit for the property and incurred legal costs, in total H lost nearly £50,000.

Mrs M complained to Barclays and it responded to say completion dates had changed and asked for more information. Mrs M sent in further information and Barclays sent a second final response, paying Mrs M £300.

But Barclays didn't think it was liable for the additional losses to H as there was a notice to complete sent, and H was given a further week to complete.

Mrs M brought H's complaint to this service. An investigator looked into H's complaint but didn't think it should be upheld.

The investigator accepted Mrs M wasn't able to make the payment on the day of completion, but could see there'd been an extension. Mrs M said a private investor H had lined up pulled out on the first completion date, and H couldn't find alternative finance.

The investigator asked for proof of this, but Mrs M said all the agreement was by email and there was no contract. Without evidence of the investor pulling out, the investigator didn't think it would be fair to hold Barclays liable for H's losses.

Mrs M disagreed and said there was a non-negotiable condition from the investor that the money they were putting in would only be available until 31 January 2025. Mrs M said Barclays' IT outage caused H's loss and asked for an ombudsman to decide things.

## **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.

Barclays had an IT outage over the weekend of 31 January to 2 February 2025. I don't think

there's any dispute Mrs M couldn't send the £50,000 H needed to pay on 31 January 2025.

I think Barclays' IT outage caused H to miss the first completion date for the property purchase.

Having missed this first date, H was given a notice to complete and told to complete the purchase by 7 February 2025.

I think it's fair for Barclays to say its IT outage didn't cause the property purchase to fall through. I think the IT outage caused H to miss the first completion date, but I don't think H missed the second date simply because of the IT outage.

Mrs M says the investor pulled out, because they had a non-negotiable condition to complete by 31 January 2025. Without the investor H couldn't complete on the property, it didn't have all the money to purchase it.

Mrs M hasn't sent in any proof of the investor having this non-negotiable condition, and says there wasn't a contract in place between H and the investor.

If there was no contract, I'm unsure how there was a non-negotiable condition.

And I'm unsure how the purchase of a property, in what appears to be a commercial arrangement, split between H and another investor, didn't have a contract underpinning the agreement itself, ownership or the terms of any repayment.

I'd expect H to have a contract between it and the investor. I would think the investor was either owning part of the property or expecting to be repaid for the investment, and I'd expect this to be laid out in a contract.

And this contract would then include conditions, or clauses, such as when the completion has to be finalised.

Like the investigator, I think it would be very difficult for me to compel Barclays to pay the losses H incurred without proof the investor pulled out before the second completion date.

I have no doubt the property purchase fell through, and no doubt this caused H losses. But I don't think it would be fair to tell Barclays to pay these losses without some proof H was incapable of completing by the second date.

Mrs M has sent in some contact between her, a broker and what appears to be a finance provider, but I don't think any of this is proof of the investor pulling out simply because the completion money wasn't sent on 31 January 2025.

I don't think there's provable causation between Barclays' IT outage and H missing the second completion date.

Since I don't think Barclays' IT outage caused the loss H incurred, I won't be telling Barclays to do anything else to resolve things for H.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask H to accept or reject my decision before 30 January 2026.

Chris Russ  
**Ombudsman**