

The complaint

Mr A complains that Barclays Bank UK PLC ('Barclays') won't reimburse the funds he says he lost to what he believes was a scam.

What happened

In July 2024, Mr A was looking to buy some flight tickets. He visited a travel agent shop he'd seen on the high street and discussed his options with the owner. I'll refer to the travel agent as "Company Y".

Mr A agreed a price with Company Y, for tickets for his family and his brother-in-law's family. On 2 July 2024, Mr A made two payments, one of £4,000 and the other of £4,600, from his Barclays account to an account in the name of Company Y.

Around the time the balance was due, Mr A downloaded the airline's mobile phone app and was able to see his booking. He then made the final two payments, one for £5,000 and one for £4,100, on 2 September 2024. In total Mr A sent Company Y £17,700.

Soon after paying the balance Mr A noticed the booking was no longer available on the airline's app. He tried to resolve this with Company Y who said they were having issues with their suppliers. Initially Company Y suggested it would sort things out, and then suggested it would refund Mr A, but Mr A never received the flight tickets or a refund from Company Y.

Mr A raised a scam claim with Barclays, and later a complaint. In its response, Barclays said it wasn't treating what happened as a scam because Mr A had paid a genuine company and the bank that received Mr A's funds also deemed it a civil matter. So Barclays didn't reimburse Mr A. Unhappy with Barclays' response, Mr A brought his complaint to our service.

One of our Investigators considered the complaint and didn't recommend that it be upheld. They didn't think the circumstances here met the definition of a scam as defined in the relevant reimbursement rules. So they didn't think Barclays should have to refund Mr A's payments.

Mr A didn't agree with the outcome of our Investigator's assessment, so the complaint has been passed to me to make 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 have summarised this complaint in less detail than the parties involved. No discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

First of all, I'm sorry Mr A and his family have lost out as a result of what's happened here. I know that not only has this affected Mr A and his family financially but has also caused a lot of upset, stress and disappointment too. But it's my role to consider whether Barclays is responsible for his losses. Having considered everything carefully, I agree with the findings of our Investigator and I'm not upholding the complaint. I'll explain why.

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 take into account what I consider to have been good industry practice at the time.

Where there is a dispute about what happened, and the evidence is incomplete or contradictory, I've reached my decision on the balance of probabilities. In other words, on what I consider is more likely than not to have happened in light of the available evidence.

Is Mr A entitled to a refund under the CRM code?

Barclays was a signatory to the Contingent Reimbursement Model Code ('CRM Code'). 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.

I have considered whether Mr A's claim falls within the scope of the CRM Code.

The relevant definition of a scam from the CRM code is that the customer transferred funds to another person for what they believed were legitimate purposes but were in fact fraudulent.

The CRM Code also says it doesn't apply to private civil disputes, such as where a customer has paid a legitimate supplier for goods or services but has not received them, they are defective in some way, or the customer is otherwise dissatisfied with the supplier.

It is for Mr A to demonstrate that he has been the victim of an APP scam.

So in order to determine whether Mr A has been the victim of a scam as defined by the CRM Code I need to consider whether the purpose he intended for the payments was legitimate, whether the purposes he and Company Y intended were broadly aligned and then, if they weren't, whether this was the result of dishonest deception on the part of Company Y.

From what I've seen, I'm satisfied Mr A made the payments here with the intention of purchasing flight tickets. And I haven't seen anything to suggest he didn't think this was legitimate.

I've considered the available evidence and Company Y's purpose in taking Mr A's funds. Having done this, on balance I am not satisfied that Mr A has demonstrated it's more likely than not Company Y had a different purpose in mind or that there was fraudulent intent.

I appreciate that Mr A didn't receive the tickets he thought he had agreed to buy. But businesses can fail to provide goods or services for a number of reasons, which don't necessarily mean they have been operating a scam. And as explained above, the CRM Code specifically does not cover situations where goods or services have been paid for but not delivered. And so I don't think this, by itself, is sufficient to say Mr A has been the victim of a scam.

I've been able to review confidential information from the bank that received Mr A's payments, which I'm unable to share due to data protection laws. Having carefully reviewed this account information, it shows the account appears to have been run at the time as I would expect a legitimate business' account to have been run and doesn't suggest it was being used to operate a scam.

Company Y was a registered company incorporated in March 2024. The first Gazette notice for compulsory strike off was filed in September 2025. So at the time Mr A made the disputed payments, Company Y was an active company. It was later dissolved on 25 November 2025. Mr A believes that registration with Companies House doesn't mean Company Y was legitimate, and that the relatively short lifespan of the company supports his belief that Company Y was not operating legitimately. While I accept registration with Companies House doesn't guarantee a business is genuine, it is something I've considered, and it is less likely that scammers will go to the trouble of legitimately setting up a company to orchestrate a scam. And there are genuine reasons why a company may fail and may be struck off and dissolved. I have also seen an article online that suggests there was a falling out between the owners of the company which could explain why the business failed. All things considered, on balance, I'm not persuaded that it's more likely that Company Y was set up, and then dissolved, because of fraudulent activity rather than failing for other legitimate reasons.

Mr A has said the Police have confirmed they are criminally investigating the owner of Company Y and believe Mr A, along with many others, have been defrauded by Company Y. I have carefully considered this and I'm aware that our service has recently spoken to the investigating officer. The investigation is ongoing though and the main suspect is no longer in the country. It's unclear how long an investigation will take, and an investigation itself doesn't automatically mean that fraud has occurred. And these investigations haven't yet drawn any definitive conclusions as to whether Company Y or its director have acted fraudulently or whether they will result in a conviction.

I'm mindful that further information may come to light in the future that could evidence Company Y was acting fraudulently in relation to Mr A's payments. Should new material evidence become available in the future, such as a relevant conviction, Mr A is entitled to ask Barclays to reconsider a claim under the CRM Code at that time. If needed, he could then refer any resulting complaint to the Financial Ombudsman Service.

I know Mr A doesn't agree it's a sign of legitimacy, but I have considered that Company Y had a physical shop, he was able to visit and speak directly with the owner and continue to correspond with him in an attempt to resolve the situation after. I accept that this doesn't guarantee that Company Y was legitimate, but again, it's less common for scammers to have a physical premises and meet their victims in person or continue to converse with victims after they've extracted as much money from them as possible.

I've also considered Mr A's point that receiving a genuine booking reference is a tactic used in scams that involve flight tickets. I accept that this can be a tactic used by scammers. But equally, Company Y could have arranged the booking and then something went wrong due to the issues it said it was having with its suppliers. On balance, I'm not persuaded that it's more likely that the reason Mr A's booking disappeared was because Company Y never intended to provide the tickets, rather than for legitimate reasons, including possible supplier issues.

Mr A has said he's aware that Barclays has refunded other customers who made payments to Company Y in the same circumstances. But I can only consider the complaint in front of me and can't comment on other complaints. It is Barclays' choice, on the individual merits of the complaint it's considering, whether it reimburses a customer. Further, because I have

reached the same conclusion, that the evidence does not persuade me Mr A has fallen victim to an APP scam, I can't tell Barclays to reimburse Mr A under the provisions of the CRM Code.

Having carefully considered all the evidence provided to me, I'm not persuaded there is sufficient evidence to conclude that the purpose Company Y had in mind when it took Mr A's payments was different to the purpose Mr A had in mind. So, I consider Barclays acted fairly when it didn't reimburse him under the CRM Code.

As I said above, if relevant new material evidence comes to light at a later date Mr A can ask Barclays to reconsider his fraud claim.

Should Barclays have done anything else to prevent the payments?

I have gone on to consider whether there is any other reason I can require Barclays to reimburse Mr A.

Interventions

Barclays should be on the lookout for, and protect its customers from, potentially falling victim to fraud or scams. This includes monitoring accounts and identifying suspicious activity that appears out of character. Where potential fraud is identified, I would expect Barclays to intervene and attempt to prevent the losses for the customer.

Having looked at the payments Mr A made, I do think the payments were sufficiently unusual or suspicious for Barclays to have been concerned that Mr A was in danger of financial harm. The first two payments were relatively large and made in quick succession on the same day. The third and fourth payments were of similar amounts but also on the same day. Generally speaking, this was unusual activity compared to Mr A's usual account activity.

That said, even if Barclays had intervened and contacted Mr A, I don't think it would have made a difference to Mr A's decision making or that Barclays could have reasonably prevented the loss. Having considered the information that was available at the time the payments were made, I'm not persuaded Barclays would have had any concerns if it had questioned Mr A about the payments. There was a confirmation of payee match each time, Company Y was a registered company, Mr A had been to the premises and spoken to the owner, by the time of the third and fourth payments he'd seen his booking on the airline's app and there was nothing in the public domain at the time to suggest Barclays should have been concerned that Mr A might be falling victim to a scam.

Recovery of funds

Barclays reached out to the bank that received Mr A's funds. It's my understanding this was a couple of days after Mr A reported the matter to it. Barclays was told by the other bank that it didn't have any concerns with the account and so didn't send any money back to Barclays.

I don't think if Barclays had tried to raise a claim with the other bank any sooner it would have made a difference. The answer from the other bank would have been the same. And Barclays would only be expected to attempt to recover Mr A's funds if it thought Mr A was the victim of a scam.

Because I've come to the same conclusion as Barclays, I can't hold it liable to reimburse Mr A for not contacting the recipient bank account sooner than it did.

Summary

I'm sympathetic to the position Mr A finds himself in and what he and his family have been through, and I am sorry to have to deliver this news to him. But for the reasons I have explained and based on the available evidence I have seen; I consider the matter is a civil dispute which isn't covered by the CRM Code and is therefore something that needs to be resolved between the two parties through alternative methods. I also don't think Barclays could have done anything more to have prevented the loss of Mr A's money or to recover it after Mr A reported his claim to it.

It follows that I don't think Barclays Bank UK PLC is liable to reimburse Mr A for his loss under the CRM Code or otherwise.

My final decision

I don't uphold this complaint.

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

Mike Southgate
Ombudsman