

The complaint

Mr B complains that Barclays Bank PLC (Barclays) is refusing to refund him the amount he says he lost as the result of a scam.

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr B has told us that he attempted to find a building contractor to carry out work for him and provided his details via a comparison website. Mr B was then contacted by two different building firms.

Mr B was visited by a company I will call X in November 2022 for an estimate of the work required. The estimate was agreed, and a contract was signed in December 2022.

Work commenced in February 2023 and X changed its name to a business name I will call "Y" but visited the site less and less and often had to be chased by Mr B to attend at all, until the last occasion Y was on site in August 2023. The agreed work was not completed.

Mr B has disputed the following payments he made from his account with Barclays:

| Payment | Date | Payee | Payment Method | Amount |
|---------|------------------|-------|----------------|---------|
| 1 | 23 December 2022 | X | Transfer | £11,950 |
| 2 | 15 February 2023 | X | Transfer | £11,950 |
| 3 | 16 February 2023 | X | Transfer | £1,200 |
| 4 | 16 February 2023 | X | Transfer | £1,200 |
| 5 | 23 February 2023 | X | Transfer | £5,300 |
| 6 | 6 April 2023 | X | Transfer | £3,400 |
| 7 | 26 July 2023 | X | Transfer | £1,000 |
| 8 | 1 August 2023 | X | Transfer | £1,000 |

Our Investigator considered Mr B's complaint and didn't think it should be upheld. Mr B disagreed, so this complaint has been passed to me to decide.

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.

It isn't in dispute that Mr B authorised the payments he has disputed. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that he's liable for the transactions. But he says that he has been the victim of an authorised push payment (APP) scam.

To determine if Mr B has been the victim of a scam, I must consider if X took his funds with the intention of defrauding him or if this was a private civil dispute. I've carefully reviewed the

evidence that has been provided which includes multiple documents and images provided by Mr B alongside what appears to be more formal actions being taken against X.

X appears to have been a legitimate company registered with companies' house for several years before engaging with Mr B, and making a change to that name doesn't show a scam took place. Mr B had set out to arrange work and had contacted a comparison site from which he got X's details. A contract was signed and work commenced as agreed, albeit at a slow pace that eventually came to a complete halt.

While I appreciate the work agreed was not completed X was contactable for around six months after the work commenced and for a time before this. And I have to consider that X did carry out some work, over a relatively long period of time. With this in mind, I think it is more likely X was a legitimate company that found itself in financial difficulty, as opposed to a scammer that set out to defraud Mr B with no intention to provide the services paid for.

With the above in mind, even given the overview Mr B has provided to us of what happened, the breakdown in communication between Mr B and X, and the incomplete works, I don't have enough to say that X set out with the intention of scamming Mr B from the outset and therefore can't conclude he has fallen victim to a scam.

Mr B has pointed to other action being taken in relation to the activities carried out by X/Y but this has not changed the outcome I have reached as this does not conclude that X set out with the intention of scamming Mr B either.

While Mr B is unhappy the agreed work was not completed; I think this is most likely a civil dispute between Mr B and X/Y. As no protection is available for payments made via transfer in relation to civil disputes Barclays is not required to refund the payments Mr B has disputed and I am unable to find it has done anything wrong in not doing so.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 August 2025.

Terry Woodham
Ombudsman