

## The complaint

Mr T complains about Barclays Bank UK PLC.

He would like it to refund him the money he says he lost to a scam.

## What happened

Mr T is the landlord for a property that was suffering from a severe damp problem and was looking for a contractor to fix the issue for him.

He looked on 'C' – a website used by various tradesman to advertise and connect with potential customers and selected a local tradesman 'P', to provide him with a free estimate.

P and Mr T spoke through C's app, via messages and over the phone, and via email about the prospective job.

Mr T also put P in touch with the letting agent for his property.

P visited the property in November 2024 and provided Mr T with a quote of £15,250. Mr T also received other quotes for the job ranging between £8,000 to around £15,000. The agreed works were supposed to take around two weeks to complete.

Mr T accepted P's quote and agreed to pay £500 in January 2025 for the purchase of materials. He then made a second payment of £500 in February 2025 as P said it needed to purchase more materials than it had thought.

Mr T made a complaint to his bank the day after the second payment was made as he hadn't heard back from P that day and thought that he had been scammed. P's bank account was blocked, which P was unhappy with.

Mr T asked for a refund from P, but P said that it couldn't do this as its account was blocked. Mr T didn't respond to P as he didn't think there was any point, and he believed he would be refunded by Barclays.

P then sent Mr T an invoice for £1,000 which said it was for the cost of the survey/report and the contractor's time.

Mr T disputes this, as he specifically looked for tradesman who provided free quotes and that P produced an invoice to lie about what the payments were for.

No work was ever started on Mr T's property, and he remained dissatisfied with the response he had from Barclays about his complaint, so he brought it to this Service to be considered.

Our Investigator looked into things but didn't think that the complaint should be upheld. Mr T asked for an Ombudsman to make a final decision on his complaint, so it has been 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 done so I have decided not to uphold this complaint. I know this will be disappointing for Mr T, and I can understand why he is frustrated with what has happened. So, I'll explain why.

### *The APP Scam Reimbursement Rules*

The Payment Systems Regulator introduced the APP Scam Reimbursement ("ASR") rules on 7 October 2024 to reimburse consumers who are the victims of APP scams in certain circumstances. However, the rules only apply where the customer has been the victim of an APP scam, which the rules define as:

*"Where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from the Consumer's Relevant account to a Relevant account not controlled by the Consumer, where:*

- The recipient is not who the Consumer intended to pay, or*
- The payment is not for the purpose the Consumer intended"*

Private civil disputes are not covered by the rules. The term private civil dispute is defined in the rules as:

*"A dispute between a Consumer and payee which is a private matter between them for resolution in the civil courts, rather than involving criminal fraud or dishonesty."*

The Payment Systems Regulator in its published policy statement PS23/3 gives further guidance:

*"2.6 Civil disputes do not meet our definition of an APP fraud as the customer has not been deceived [...] The law protects consumer rights when purchasing goods and services, including through the Consumer Rights Act."*

It provides an example of when this might apply:

*"...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."*

As our Investigator has explained, an APP scam involves criminal deception – therefore the evidence required to meet this high bar would need to be convincing.

I should start by saying that I am not disputing that Mr T has a genuine reason to feel aggrieved by P and what has happened here. However, my role is to decide if he has been the victim of an APP scam, and if Barclays should be liable to refund him. And I'm afraid I do not have enough evidence to say that this is the case.

From the evidence I have seen, it appears that P was a genuine business that didn't set out to scam Mr T from the outset – but that the relationship broke down when Mr T reported that he was scammed to his bank after not hearing back from P the same day he made his

second payment.

P attended the property and provided what seems to be a reasonable estimate for the works, and I don't find it unreasonable that P asked for some money upfront to pay for the required materials to do the job, which was well below the estimated cost of the works.

P appears to be a genuine business that was using C's platform to reach potential customers – while I understand that C has since removed P from its platform after receiving Mr T's complaint he made to it, I can't say that this is enough to say that P was running as a scam – rather it appears that C was not happy with the way P treated Mr T, and made the decision to remove it from its platform,

This Service has also reached out to the bank that received Mr T's money (that is P's bank) and while I can't divulge any information to Mr T due to data protection laws, it doesn't appear that P was running anything other than a genuine business.

I understand that Mr T says that he was promised a free quote from P – and has provided a screen shot of P's business page showing that it does provide free estimates. I haven't seen anything from the messages exchanged with P that confirm that it was willing to attend the property and assess the work required for free – but I do accept that Mr T was looking for this kind of service. However, this doesn't prove that a scam was intended from the outset.

Instead, I think that it is more likely that P retaliated when Mr T reported a scam, and the relationship broke down. Mr T reported the scam the day after he made the payment as he didn't receive a response from P on the day he made the payment. While I understand he was nervous, I don't think this gave P very long to respond to him and given that P had attended the property already some months before the payment and did provide a service to Mr T, I am not persuaded that this is a usual pattern for a scam. I don't dispute that P has acted badly here – and may have decided to change the initial agreement that the payments were for materials, but from everything I have seen it seems more likely that P has instead billed Mr T for its time when it realised the job would not be going ahead.

Mr T is also unhappy that Barclays told him that he would receive at least 50% of his loss, and hopefully more. However, Barclays notes show that it said that it may be able to refund his loss, but it was too early to come to that conclusion. And that while its agent said that they would hopefully be able to recover his loss, it could also make findings that did not lead to an uphold. So, while I can see that Mr T may have been hopeful, he would get his money back, I can't say that Barclays committed to repaying him – and it isn't obliged to do so unless a scam has taken place.

I am very sorry for the situation Mr T finds himself in – I know that he has lost money and didn't have any work completed by P. It is clear that he has found the whole thing difficult to deal with and it has clearly had an impact on his mental wellbeing.

But as I have explained, my role is to determine if a scam has taken place, and I don't have enough to say that it has. So I am unable to uphold his complaint or ask Barclays to refund him his money.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 3 December 2025.

Claire Pugh  
**Ombudsman**