

## **The complaint**

Mr and Mrs W complain that Barclays Bank UK PLC ('Barclays') hasn't reimbursed the funds they lost when they say they fell victim to a scam.

## **What happened**

Mr and Mrs W say that they needed some work to be completed on their roof. The tradesman they contacted failed to attend so they used a website that finds local professionals. Soon after, they received a call from someone I'll refer to as O in this decision. O said he would send someone out to have a look. When Mr W explained that they would be out, O said this wasn't a problem as access to the house wasn't required.

Later that day, O called Mr W and said that the job had been completed. He requested payment of £790. When Mr and Mrs W returned home, they could see that a defective piece of felt had been removed and replaced with what appeared to be a piece of black material and, with no access to ladders, assumed the job had been completed. But Mr and Mrs W were unhappy about the piece of black material and called O who sent someone out to Mr and Mrs W's home. Soon after, O called and asked for payment. Mr W says that initially the payment didn't go through, and O became threatening. Mr W made the payment from his joint account with Mrs W the following day.

Mr and Mrs W continued to be unhappy about the piece of black material and contacted another tradesman who confirmed that the only work completed was to place some black material at the front of the roof to make it appear as though the work had been completed.

Mr and Mrs W reported what had happened to Barclays.

### *What Barclays say*

Barclays told Mr and Mrs W that they had a civil dispute with O over defective workmanship and that the bank that received their funds hadn't raised any concerns.

Mr and Mrs W were unhappy with Barclays' response. They say that no work was completed. And Barclays made its decision without seeing the photographs obtained from the tradesman they later employed to complete the work, which they say show no work was done by O and his team, or taking references from Action Fraud or Trading Standards. O wasn't given permission to do any work - and didn't do any anyway.

The investigator who considered this complaint didn't recommend that it be upheld. She said that Mr and Mrs W had a civil dispute with O and that coercion wasn't covered by the CRM Code.

Mr and Mrs W were unhappy with the investigator's findings and asked for a final decision. They said no work had been completed.

## **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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards;

codes of practice; and, where appropriate, what I consider to be 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.

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

The Financial Services and Markets Act 2023 required the Payment Systems Regulator (PSR) to introduce a reimbursement requirement for payments made over the Faster Payments Scheme as a result of fraud or dishonesty. Consequently in 2024, the PSR required the Faster Payments scheme operator (PayUK) to change the Faster Payment Rules to require the firms that operate over Faster Payments to reimburse their customers sums paid as a result of APP (authorised push payment) scams in certain circumstances. These Rules, which I'll call the Reimbursement Rules, came into force on 7 October 2024.

In this case, I've first considered whether the Reimbursement Rules and associated guidance issued by the PSR are relevant to the payment of £790 to O. Where they are relevant, I must have regard to the rules and guidance, as well as considering what is fair and reasonable in all the circumstances of the complaint.

The Reimbursement Rules set out the requirements for a payment to be covered and sets out the features and definition of an APP scam. The Rules specifically define an APP scam 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".*

And the Rules specifically outline that private civil disputes are not covered. 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."*

In its published policy statement PS23/3, the Payment Systems Regulator gave 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."*

2.5 provides an example of when this might apply and says:

*"...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."*

Looking at the definition of an APP scam, Mr and Mrs W paid O, as they intended. So, for Mr and Mrs W to have been the victims of an APP scam, I would need to be satisfied that O was acting fraudulently or dishonestly to deceive Mr and Mrs W about the very purpose for which his payment had been requested.

Here, the purpose of the payment was to complete work on Mr and Mrs W's roof. I appreciate that Mr and Mrs W say that no work was completed and that they have provided

evidence from the roofer who subsequently repaired their roof to this effect. But it's clear that a member of O's team attended Mr and Mrs W's property and that a black material was placed at the front of the roof, which Mr and Mrs W weren't happy with. After they contacted O, a member of his team was sent out to Mr and Mrs W's home. It's unclear what was done at this stage. And when Barclays stopped a payment to O, it made sure that the work had been completed before releasing it.

I accept the amount of work done seems to be way less than expected and of a poor standard. But I'm not satisfied that O deceived Mr and Mrs W about the very purpose of the payment.

It's difficult to know what was agreed between Mr W and O during their call before a member of O's team attended their property. I also note that Mr and Mrs W say they paid O because he threatened to rip their roof off if they didn't. I can understand that this must have been frightening, but coercion doesn't meet the definition of an APP scam and is a matter for the police.

If in the future Mr and Mrs W receive evidence from Trading Standards or the police which shows the definition of an APP scam set out in the Reimbursement Rules has been met, they may ask Barclays to reconsider their claim.

Overall, whilst I don't dispute Mr and Mrs W have been badly treated by O, I don't find this situation meets the definition of an APP scam as set out in the Reimbursement Rules, and I can't consider a complaint about O.

I am sympathetic to the position Mr and Mrs W now find themselves in, but I don't think Barclays has treated them unfairly. For the reasons I have explained, I'm satisfied Mr and Mrs W aren't due a refund under the Reimbursement Rules and I can't see there are other grounds on which I could say that Barclays should, fairly and reasonably, be responsible for their loss.

### **My final decision**

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 11 December 2025.

Jay Hadfield  
**Ombudsman**