

The complaint

Miss S complains that Barclays Bank UK Plc won't refund the money she says she lost to a scam.

What happened

Miss S was looking to buy a car, and she found one that met her requirements, advertised by a business I will call P. Miss S went to view the car, and on 27 June 2025 she paid a deposit of £2,000. P asked that she make this payment to an account in the name of another business, which I will call G. She agreed to pay the balance of £10,750 to the same account when the car was ready to be delivered.

Delivery was arranged for 30 June 2025, and so on that date Miss S paid the balance and a £60 delivery fee. But there were issues with the delivery – the seller said they had lost the key for the car – and so P refunded the £10,750 Miss S had paid and said it would rearrange delivery when it had sorted out the issue with the key.

Delivery was rearranged for 9 July, and Miss S said she would pay the balance (now £9,750) when the car arrived. The car was delivered to the agreed location, but when Miss S tried to make the agreed payment it was blocked by Barclays for fraud checks. Miss S called Barclays, but the person who had delivered the vehicle was not prepared to wait, and left with the car. Miss S asked Barclays to stop the £9,750 payment to G, and so that payment did not go through.

Miss S asked P for a refund of the deposit, but P would not refund it, and has stopped communicating with her. Miss believes that P deliberately set out to defraud her, and that it had never intended to give her the car.

Miss S told Barclays that she believed she had been scammed, and Barclays looked into what had happened. But it did not consider it was liable for Miss S' loss as it considered this matter to be a civil dispute rather than a scam.

Unhappy with Barclays' response, Miss S brought her complaint to this service and one of our investigators looked into things. But they agreed with Barclays that this was most likely a civil dispute, and so Miss S was not entitled to a refund of the payments she had made. Miss S remained unhappy, she maintains that she has been the victim of a scam and that P and G were not genuine firms, but had instead impersonated a genuine motor sales business (which has the same name as G but is based in a different part of the country).

As the case could not be resolved informally, it's been passed to me for a 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.

Having done so and having thought very carefully about Barclays' actions, I agree with the findings set out by our investigator. I do appreciate how disappointing this will be for Miss S but, whilst I'm sorry to hear of what's happened, I don't think I can fairly hold Barclays liable for her loss.

When considering what is fair and reasonable in this case, I've thought about the relevant rules that were in place at the time this disputed payment was made. From 7 October 2024, Payment Services Providers in the UK, like Barclays, have been bound by the Faster Payments Scheme (FPS) and the CHAPS reimbursement rules. Under these rules, most victims of Authorised Push Payment (APP) scams should be reimbursed – but “private civil disputes” are not covered.

I've therefore considered whether what has happened to Miss S meets the reimbursement rules' definition of an APP scam or could more reasonably be classed as a civil dispute. The rules 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”*

By contrast, a private civil dispute is defined 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”*.

So, in order to consider what has happened here as an APP scam, I would need to be satisfied that it involves criminal deception. The evidence for this would therefore need to be convincing.

Miss S paid G, and I've seen nothing to suggest that he was not the account she intended to pay. When the payment was stopped in July Miss S confirmed to Barclays that this was who she was paying, so she was clearly aware that she was not paying P directly. Miss S has said she believed she was paying another firm, also called G, that was based nearer to where she lived. But she went to view the car, at P's premises, and then paid the account that P asked her to pay, which was an account for a business called G which is financially linked to P (as confirmed by G's bank account provider). And I've not seen any evidence to show that P misled her about who she was paying. So, Miss S cannot be said to have paid a recipient she did not intend to pay, as per the definition above.

Miss S' purpose for the payment was to buy a car from P, and while there were delays and issues with that process, the vehicle was ultimately delivered to her. However, I appreciate that P's delivery driver then left with the car when Miss S' payment was stopped by Barclays.

But having thought very carefully about all that Miss S has said, and about the evidence provided by all parties to this complaint, I'm not persuaded that I can safely say with any certainty, based on what I know and what the evidence shows, that P (or G) set out with an intent to defraud Miss S, or did not intend to fulfil the purpose it had agreed with Miss S for the transaction.

I say this for the following reasons:

- P and G do appear to have been active businesses, we have seen statements for the

account that Miss S paid and they show activity consistent with the sale of vehicles. G's bank has also said it had no concerns about G's activities.

- I acknowledge that there was another business with the same name as G, but it is not uncommon for multiple businesses to have similar names. I don't think this demonstrates that G was acting fraudulently or attempting to impersonate the other business. Miss S has said that G claimed to be the other business in correspondence with her, but she's provided no evidence to support that, and in any case the invoice is clear regarding who the seller was.
- When the first delivery attempt failed P refunded the £10,750 Miss S had paid. Although I appreciate that Miss S has now said this only happened because her brother visited P's premises and demanded the refund, this is still not the kind of action we would generally expect to see from a scammer.
- Ultimately the vehicle was delivered to Miss S, but when the payment to G was stopped by Barclays there appears to have been a disagreement with the delivery driver which led to the vehicle being taken away. I've not seen anything to support that the seller had not intended to leave the vehicle with Miss S if the payment had gone through immediately as planned.
- I acknowledge that P then refused to return Miss S' deposit, and has since ceased communication with her, but again I don't think that can be considered as definitive proof that P (or G) intended to defraud Miss S.

I appreciate that there were issues with purchase of the vehicle, and that ultimately Miss S has been left out of pocket, and I'm not saying that there is no issue between Miss S and P (or G), clearly there is. P ultimately did not provide Miss S with the car she wanted to buy, but there are many reasons, other than fraud, why someone may fail to provide the services they have promised. A business may act unprofessionally but still be carrying out legitimate business, or there may be issues between parties which mean that a sale is not completed.

But that does not mean that it would be fair to hold Barclays liable for Miss S' loss. Neither Barclays nor this service is in a position to forensically analyse P and G's actions; we must consider the evidence that is before us. And, in doing so, I've not seen persuasive evidence at this time to show that P or G set out to defraud Miss S rather than simply being unwilling to refund Miss S' deposit when they decided not to complete the sale.

I know this will be a huge disappointment to Miss S. I appreciate how strongly she feels about this case. But for the reasons I've explained above, I do not consider that it was unreasonable for Barclays to decline Miss S' claim under the relevant reimbursement rules.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 9 April 2026.

Sophie Mitchell
Ombudsman