

The complaint

Mr P complains that Barclays Bank UK PLC (“Barclays”) won’t refund him money, which he believes he has lost to a scam.

What happened

The background to this complaint is well-known to both parties and has been laid out in detail by our Investigator in their view, so I won’t repeat it in detail here. But in summary I understand it to be as follows.

Mr P’s son in law found a personal trainer for Mr P and his wife, who I’ll refer to as “N”. Mr P has said that he and his wife had several sessions, seemingly without any problems. Following this, Mr P agreed a price for a further ‘block of lessons’ for him and his wife and on 2 December 2024, sent £2,500 to N from the account he holds with Barclays.

Sadly, Mr P’s wife passed away. Mr P asked N for a refund, for his wife’s share of the lessons. N declined to refund the money, but said the lessons paid for could instead be used by somebody else. Mr P declined this and has said N stopped responding to his phone calls.

Believing he’d been the victim of a scam, Mr P raised the matter with Barclays. It looked into his complaint but didn’t think it was liable to refund the money Mr P had lost. In summary, this was because it thought what had happened was a civil matter, between Mr P and N. It did, however, offer to pay Mr P £1,250 as a gesture of goodwill.

Unhappy with Barclays response, Mr P referred his complaint to this service. One of our Investigator’s looked into things, but they agreed with Barclays, that this was most likely a civil dispute, and so Mr P was not entitled to a refund of the payments he had made.

Mr P didn’t agree with our Investigator’s view, he maintained that what had happened was a scam.

As agreement couldn’t be reached, the complaint has been passed to me for 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.

Having thought carefully about Barclays’ actions, I agree with the findings set out by our Investigator and for broadly the same reasons. I do appreciate how disappointing this will be for Mr P and I was deeply saddened to hear about the loss of his wife, for which he has my condolences. But while I’m terribly sorry to hear of what’s happened, I don’t think I can fairly hold Barclays liable for his 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 the 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 (“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 between Mr P and N meets the Reimbursement Rules’ definition of an APP scam or could more reasonably be classed as a civil dispute. The Reimbursement 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.

The threshold for establishing fraud is a high one. In criminal proceedings, the standard of proof is “beyond reasonable doubt”, but this service assesses cases using the civil standard of proof, which is based on the balance of probabilities. Under this standard, a finding of fraud must be more likely than not. Even so, the bar remains high. It is not enough for fraud to be a compelling or persuasive explanation, nor is it sufficient for it to be the most likely among several possible explanations. It must be more probable than the opposite conclusion — i.e., that fraud did not occur.

I can certainly see why Mr P is aggrieved by the actions of N, and I understand why he thinks N scammed him. But having carefully weighed up all the available evidence, I’m not persuaded N more likely set out with the intent to defraud Mr P from the outset. I’ll explain why.

Mr P paid N and I’ve seen nothing to suggest that this was not who he intended to pay. So, Mr P cannot be said to have paid a recipient he did not intend to pay, as per the definition above. I appreciate that Mr P has said he hasn’t received this service and that N refused to give a refund for his wife’s share of the lessons. While it’s clear no refund was provided, and I accept Mr P also hasn’t had any lessons (from the block of lessons he paid £2,500 for), it doesn’t automatically follow that N set out with the intent to defraud Mr P.

Mr P has said that he and his wife had successfully had sessions with N previously. Which indicates that N has provided them services satisfactorily before. This supports the theory that N’s intention was to provide services that they received payment for.

As well as this, at the time the payments were made, N was registered on Companies House, with the nature of its business being ‘physical, wellbeing activity’. It appears to have been a going concern and seems to have been established for some time prior to Mr P making the payments, with evidence of it filing accounts. Which further supports that N was a legitimate firm providing a service that is in line with what the purpose of Mr P’s payment was intended for (the provision of personal fitness training sessions).

In the individual circumstances of this case, there are also a number of other factors that aren't typically seen in scams. I say that as the evidence I've seen shows that N did enter into communication with Mr P (and another family member), in which he offered an alternative to a refund. So, N did stay in contact with Mr P, at least for a time, after the disagreement arose. This is not usual in the case of scams, where more often than not, on receipt of a victim's money, a fraudster will then no longer be contactable.

As I have explained, in order to find N did intend to defraud Mr P, I'd need to see convincing evidence to show fraud is the most likely explanation over any other possibilities. There is the possibility that N engaged in poor practices, such as being unprofessional and unempathetic – but that doesn't amount to fraud.

I can also see that in communications with Mr P, N informed him that the business had ceased trading. While I understand Mr P suggests this was down to 'phoenixing' on N's part, I note that N appeared to have been trading for over a decade at the time the payments were made. So, I'm persuaded this, at least equally, supports the notion that N fell on challenging times and was no longer able to provide the services it had previously agreed to.

Overall, having thought very carefully about all that Mr P has said, and about the evidence provided by all parties to this complaint, I'm not persuaded that N set out with an intent to defraud Mr P, or did not intend to fulfil the purpose it agreed with Mr P for the transaction.

In the circumstances of this case, Barclays has offered to refund Mr P £1,250 as a gesture of goodwill. For reasons explained above, this is more than I would have recommended, so I think the offer it has made seems more than fair when all things are considered.

I know this will be a huge disappointment to Mr P, and I appreciate how strongly he feels about this case and I don't underestimate how difficult a time this must have been for him. But for the reasons I've explained above, I do not consider that it was unreasonable for Barclays to decline his claim under the relevant Reimbursement Rules. I also can't see any other grounds on which I could say that Barclays should fairly and reasonably bear the responsibility for refunding any more than it has already offered to.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 April 2026.

Stephen Wise
Ombudsman