

The complaint

Mr T complains that Barclays Bank UK PLC declined to reimburse him after he says he fell victim to a purchase scam.

What happened

The circumstances of this complaint are well known to both parties, so I will not go into every detail of what happened here. But in summary, Mr T said that he wanted to purchase a designer watch, and found one on an online marketplace. He spoke to the seller, and agreed to buy it – sending the funds from his Barclays account. Mr T said that he received the watch, and decided to get its authenticity checked. He explained that he was told that the item was not genuine, and contacted the seller to ask for a refund. The seller blocked him, and he said at this point he realised that he had fallen victim to a scam.

Mr T contacted Barclays and asked it to reimburse his losses, as he thought he was the victim of an authorised push payment ('APP') scam. Barclays declined to reimburse his losses. Unhappy with their response, he escalated his concerns to our service where one of our investigators looked into what had happened. They did not recommend that the complaint should be upheld, on the basis that they thought Barclays had acted fairly, in that what happened to Mr T did not meet the evidential bar for a scam.

Mr T remained dissatisfied, so the case 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.

In deciding what's fair and reasonable, I'm required to take into account relevant law and regulations; regulatory rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

It is important to note that I am not deciding a dispute between Mr T and the seller. I do not have the power to consider any potential criminality or complaints about the seller. My role is limited to deciding the dispute between Barclays and Mr T. So, I need to decide whether Barclays acted fairly when it concluded that this amounted to a civil dispute and not a scam, such that it did not need to reimburse Mr T in this case.

It isn't in dispute that Mr T authorised the payment that left his account. The starting position – in line with the Payment Services Regulations 2017 – is that he is liable for the transaction. But he says that he has been the victim of an Authorised Push Payment (APP) scam and that the seller's intent from the outset was to deceive him.

Having reviewed the evidence provided to me, I agree with the outcome reached by our investigator, for largely the same reasons, and so I won't be upholding this complaint. I'll explain why in more detail below.

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.”

Mr T paid the seller whom he had intended to pay, and so I need to determine whether Mr T was deceived about the *purpose* of the payment he made. Mr T paid the seller for a watch. The seller did send him a watch, albeit one he said he later discovered was counterfeit. So, I need to consider whether the evidence suggests that at the time of the payment, the seller accepted the payment with no intention of fulfilling their obligations to Mr T. And having done so, I do not think there is enough evidence to conclude that the seller never intended to act in line with the agreement that had been made. I’ll explain why.

The evidence available to me is not sufficient to determine that the high bar for a scam has been met here. I am sorry as I know this will come as a disappointment to Mr T. But there are gaps in evidence and material inconsistencies in Mr T’s statements to firms and our service which have led me to this conclusion. In summary:

- I understand that Mr T was trying to buy a watch – and was sent a watch, so it seems that the purposes of the seller were *broadly* aligned in this regard.
- I appreciate that Mr T says that the online marketplace advert was taken down, but I do not have any evidence to be clear on what he was trying to buy from the seller. I would need to be clear on what he was buying in order to determine if the seller had not intended to fulfil their agreement. There have been some inconsistencies in Mr T’s testimony about the exact model he was trying to buy.
- Mr T has said that he was sent a counterfeit watch. I have nothing to clearly show this is what the seller sent Mr T here, it is plausible that they sent a genuine watch and a different watch was taken for evaluation. It is also perfectly plausible that the

seller sent the watch in good faith, not knowing it was a 'fake'. I appreciate Mr T has sent evidence he says are calls with the seller admitting it was a scam and offering some level of reimbursement, but I have no way of judging the authenticity of these or determining if this is indeed the seller he is communicating with.

- Mr T showed a post office receipt which relates to something he was sent which he says tallies up with the counterfeit watch – but I have no way of verifying that this came from the seller.
- On the authentication checks – Mr T has been inconsistent in that he said that he immediately travelled to another city to get it checked out upon receipt of the watch. He also told us he got it checked in a different city on receipt, but was unable to get a written report. However there are multiple months between the payment and the invoice. He has said this was because he could not find someone who would do the tests and provide a written report – but this remains inconsistent with his statement that he immediately travelled to get it inspected.
- The online marketplace Mr T found it on would not be somewhere one would imagine professionals would sell such high value items. It seems unusual that he tried to buy a designer watch this way, when he had previously been scammed in a goods-not-received scam for the same make of designer watch. In this case Mr T spoke to his bank, and they explained more than once that he should not try and purchase goods in this way again. It even gave him the opportunity to write down what they were saying about the risks of sending funds via bank transfer and what methods he could use for more protection in the future. It seems strange that Mr T did not follow this advice.
- Mr T has told our service that this was the first designer watch he tried to purchase, but he had clearly tried to purchase one before when he was scammed. He says that he did not think this counted as it was never received – but he also told one of his banks that he was a collector of such watches.

So, considering all of this, I have not seen enough evidence to conclude that the seller and Mr T did not have the same broad intentions at the point of the payment, and so I cannot safely conclude that what happened to Mr T meets the high bar to consider it a scam. And so, I am satisfied that Barclays did not act unfairly in determining what happened to Mr T as a civil dispute rather than a scam. And so, it follows that I think it was reasonable that they declined to reimburse Mr T under the provisions of the ASR rules.

As Barclays did not consider this to be an APP scam, it did not need to contact the recipient account provider. There are some circumstances in which I would expect Barclays to intervene with a payment, including if it had reason to suspect that Mr T could be at risk of fraud or financial harm. However, even if I were to conclude that it should have intervened with this payment, I do not think that it could have prevented Mr T's losses here.

My final decision

I do not 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 March 2026.

Katherine Jones
Ombudsman