

## The complaint

Mrs K and Mr K complain that Barclays Bank UK PLC didn't help them to recover the money they lost as the result of a scam. To put matters right they want Barclays to provide a full refund of the money they have lost.

## What happened

Mrs K and Mr K each made a bank transfer of £9,910 (total £19,820), from their own Barclays accounts on 1 June 2025. The money was to fund the purchase of a used car from a third party.

Mrs K says she and Mr K had taken a test drive in the car before agreeing to buy it.

Barclays phoned Mrs K about the transfer she was making before it processed the transaction. Mrs K confirmed to Barclays that the money was to purchase a car and that she had viewed the car, completed the necessary online checks and wanted the transfer to go ahead.

Mrs K says that shortly after they had received the car, problems came to light. I understand that a local garage told them work was required on the car. The mechanic also found a device used to suppress mileage had been fitted to the car. A diagnostic check at the garage indicated that the actual mileage was much higher than the dashboard and MOT history indicated. Mrs K says she then also discovered that there was existing finance on the vehicle.

Mrs K tried to get her money back from the seller but was unable to reach them. Mrs K contacted Barclays to request its assistance in recovering the money both she and Mr K had paid for the car.

Barclays said it was not able to intervene in disputes between buyers and sellers. It explained that its role was limited to assessing whether a transaction was unauthorised or fraudulent. As the transaction had been authorised it said it couldn't help any further and suggested that Mrs K could seek advice from a consumer rights organisation or a legal professional who specialises in retail law.

Mrs K was unhappy with Barclays' response and referred the complaint to this service. An investigator considered the complaint and, having done so, didn't recommend that it should be upheld. She said Mrs K had a civil dispute with the seller, which Barclays wasn't responsible for, as although the vehicle was misrepresented, Mrs K and Mr K had received the car.

Mrs K didn't accept the investigator's view. She reiterated that she had acted in good faith when the car was purchased and referred to consumer protection legislation. Mrs K also asked this service to advise her of any disclosure obligations that might apply if she sold the car.

## **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.

I am sorry to disappoint Mrs K and Mr K but having considered everything I have reached the same view as our investigator and for much the same reasons. As this is the case, I do not think the complaint against Barclays should be upheld. I'll explain why.

I appreciate that Mrs K and Mr K have been wronged by the seller of the car. But my role isn't to consider a complaint between Mrs K and Mr K and the seller. It is to determine whether Barclays, as their bank, has acted fairly in this matter.

### Are Mrs K and Mr K entitled to a refund under the APP scam rules?

The Faster Payment Scheme Reimbursement Rules (Reimbursement Rules) came into force on 7 October 2024 and apply to all UK-based Payment Service Providers (PSPs).

They put a requirement on firms to reimburse APP scam payments made via the Faster Payments Scheme, in all but very limited circumstances. The Reimbursement Rules set out the requirements for a payment to be covered.

Of relevance here is that the payment:

- must have been made as part of an APP scam (whether to a recipient or for a purpose other than the payer intended);

An APP scam is further defined as where fraudulent deception was used to obtain the funds where:

- the recipient is not who the consumer intended to pay, or
- the payment is not for the purpose the consumer intended.

Having considered this matter I'm not satisfied that the payments Mrs K and Mr K made are covered by the Reimbursement Rules. I'll explain why.

The seller of the car was the intended recipient and the seller received the money Mrs K and Mr K sent. And, I haven't seen anything that persuades me Mrs K and Mr K's money wasn't used for the intended purpose. As this is the case, I can't safely find that Mrs K and Mr K are entitled to a refund under the Reimbursement Rules.

The purpose of the payment was to purchase a car, and Mrs K and Mr K received a car. Whilst it wasn't of the standard they expected, and it appears it had been misrepresented, I'm satisfied that the payment was for the purpose intended.

### Is there any other reason I could ask Barclays to refund Mrs K and Mr K?

I'd expect Barclays to have systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). And where a potential risk of financial harm is identified, to have taken additional steps, or made additional checks, or provided additional warnings, before processing a transfer.

In this case I note that Barclays contacted Mrs K about the payment she wanted to make, before it processed the payment. I think Barclays acted reasonably when it contacted Mrs K before processing the payment and, based on the information available, I can't reasonably

say it should have done more to verify the legitimacy of the transaction Mrs K wanted to make.

I'm sorry to hear Mrs K and Mr K have lost money in these circumstances and I am sympathetic to their position but, I can't reasonably require Barclays to reimburse them as I don't think it acted incorrectly in this matter.

I note Mrs K has asked this service for advice on whether they can sell the vehicle and any disclosure requirements that might apply. I'm not able to give Mrs K advice on this matter as it is outside the scope of this service. I would encourage Mrs K to contact a consumer rights organisation if she still requires advice on selling the vehicle.

### **My final decision**

For the reasons I have set out above, I do not uphold this complaint.

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

Suzannah Stuart  
**Ombudsman**