

## **The complaint**

Mr P is unhappy Barclays Bank UK PLC have declined to refund payments which he believes were lost to a scam.

## **What happened**

Between June and July 2025, Mr P made a number of payments totalling around £4,200 to a tradesman I will refer to as "G". Mr P and his partner had contracted G to complete some works at their property. Mr P's partner had initially sought a builder through social media before contact was made with G. They received quotes from other tradesmen but opted to proceed with G as it was the lowest quote received. G requested an initial deposit, with communications made both face to face or through messaging detailing the scope and length of time the works would take.

Mr P explains that G arrived to the property with some tools and that he also removed some rubbish from his property – which he paid G for. He said that G also arrived to the property with some materials and they had some exchanged messages regarding the colour of tiles to be used. He also said that G had begun to cut some wooden boards for the stairs and that at one point they had both travelled together to a merchant to get some boardings. Over the next few visits, Mr P paid more money to G to dispose of building waste. However, Mr P found that G began to make various excuses and that at one point he had also left the country. At this stage Mr P's partner began to have concerns and is said to have come across other social media posts that G had scammed other people. Eventually Mr P lost all contact with G.

Believing he'd been the victim of a scam, Mr P reported what had happened to Barclays and requested that it provide him with a refund of the amount lost. Mr P confirmed with Barclays that he was only seeking to claim four payments totalling £3,500 made to G as he was satisfied that the other payments made for waste removal were carried out.

Barclays declined to offer Mr P a refund. It said it didn't think they had been the victims of a scam. It thought the circumstances most likely amounted to a civil dispute between Mr P and G.

Mr P didn't agree and so brought his complaint to this service. Our investigator didn't uphold the complaint. He didn't think it was unfair for Barclays to reject Mr P's claim on the grounds the circumstances most likely amounted to a private civil dispute.

Mr P and his partner (who also represents him in this case) did not agree and maintained they had been the victims of a scam. As an informal agreement could not be reached, 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.

Having done so and having thought very carefully about Barclays' actions, I'm not minded to uphold Mr P's complaint. I do appreciate how disappointing this will be for Mr P and his partner, whilst I'm sorry to hear of what's happened, I don't think I can fairly hold Barclays liable for his loss. I'll explain why.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

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 Santander, have been bound by the Faster Payments Scheme 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 G, meet 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.

Mr P paid G, and I've seen nothing to suggest that he was not the person he intended to pay. So, Mr P cannot be said to have paid a recipient he did not intent to pay, as per the definition above.

Mr P says the works that were agreed with G included various property modifications, a boiler installation, several door changes and new fixtures. He says he was quoted a total price of £10,000. Mr P has been unable to provide explanation for what all of the specific payments totalling £3,500 were for, though it's understood the initial payment of £1,000 was the deposit to secure G's services. It's evident that the deposit payment secured G's services and this isn't in dispute as Mr P has confirmed his claim does not include the payments he later made in relation to waste disposal and that Mr P had indeed attended the property on multiple occasions.

That said, this service hasn't been provided with a full transcript of the exchanges Mr P had with G during the entire period that payments were being made between the period of June and July 2025. And although Mr P has explained the various excuses made by G, I haven't seen these in the evidence submitted. Rather, the evidence Mr P has provided shows that he was sent an invoice for at least two of the waste disposal payments he made – and which do not form a part of Mr P's dispute raised with Barclays. And I'm not particularly persuaded by the evidence presented of social media comments – one of which confirms that G had

provided another party with a refund. Mr P has sent some imagery of tiles and vehicles loaded with materials, which only indicate that there were interactions taking place about works. Though Mr P has also confirmed that he holds no other photographic evidence of his property and this is on the basis G never did any work.

Having reviewed the circumstances presented and the available evidence, I'm not persuaded that Mr P's circumstances meet the definition of an APP scam. Building works can be mismanaged such that agreements are breached and agreed services aren't provided. Or relationships break down as work progresses. These scenarios amount to civil disputes which banks aren't responsible for. And whilst Mr P has said that no works were carried out to the property, it's clear some services were provided by G and that there was engagement with them for at least a month whilst payments were made as well as attendance to the property and joint trips to a merchant for materials. And I'm not satisfied that the circumstances here support that G's intentions were to deceive Mr P from the start. I haven't seen anything that persuades me that any of the payments Mr P made have highlighted they were obtained for a purpose other than those agreed between Mr P and G either.

I've also thought about whether Barclays should have done anything else to protect Mr P. Barclays has provided evidence it did interact with Mr P during the initial payment of £1,000, but I'm not going to go into detail regarding this as I'm in agreement with Barclays' decision to conclude this is a private civil dispute, there isn't any basis upon which any further intervention ought reasonably to have caused concern with the payments.

I appreciate this decision will be a disappointment to Mr P and his partner but I can't reasonably say this situation meets the definition of an APP scam. I have every sympathy for the position they have found themselves in and what I have said here doesn't mean they don't have a legitimate grievance against G. But for the reasons I've explained, I don't think their circumstances meet the high legal bar for this to be a scam and therefore I don't think it was unfair for Barclays to take the view their circumstances amount to a private civil dispute. For these reasons, it wouldn't be fair for me to hold Barclays responsible for the money now lost.

### **My final decision**

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 6 May 2026.

Mark O'Connor  
**Ombudsman**