

## **The complaint**

Miss I complains that Barclays Bank UK PLC didn't do enough to protect her when she fell victim to a scam.

## **What happened**

Miss I arranged to buy some designer items from someone after seeing the items advertised through a reputable second hand company. However, she arranged not to pay the seller through the company and instead they exchanged WhatsApp messages and she agreed to pay the seller directly. Miss I made three payments to the seller. The first payment was moved to another one of Miss I's Barclays accounts and then sent using a money transfer service. And the other two were made from her main Barclays account using her debit card and a money transfer service.

Miss I didn't receive the items. At first the seller said they had been posted to someone else in error and would be resent out. Then the seller said this wouldn't be possible due to their personal situation, so said they'd refund Miss I. No refund was received and the goods were also not sent. Miss I complained to Barclays that it should've intervened when she made the payments. And she asked it to help her recover the money.

Barclays put in a chargeback claim for the card payments, but this was rejected by the money transfer service, as it showed it had transferred the money as she requested. And Barclays didn't uphold Miss I's subsequent complaint about all three payments or agree to refund her these. So Miss I came to our Service.

Our Investigator said there was limited information to show Miss I had been scammed. But said that even if we were to accept she was scammed, she wouldn't have expected Barclays to intervene on any of the payments. And she said Barclays had done what it could to try and recover the funds. Miss I asked for another Investigator to review her case and when they agreed with the 1<sup>st</sup> Investigator, she asked for an Ombudsman to review her case.

## **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 broad terms, the starting position at law is that a bank such as Barclays is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

There are, however, some situations where we believe that businesses, taking into account relevant rules, codes and best practice standards, shouldn't have taken their customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment. This includes looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I need to decide whether Barclays acted fairly and reasonably in its dealings with Miss I.

I've reviewed the evidence Miss I has been able to provide and I accept it seems most likely that she has been the victim of a scam. I can see the tracking number she was given for the goods wasn't accepted on the postal website; she was encouraged to make payments outside of the company the goods were sold on (eliminating its buyer protection); and also the seller suggested she would give a refund and then this wasn't forthcoming, with them then ceasing contact with Miss I. So while we don't hold everything I'd expect, I am willing to accept she was scammed.

However, as our Investigators set out to Miss I, this doesn't mean Barclays is required to refund her. I've reviewed the previous account activity on her account as well as considered the amounts of the payments she was sending and their destinations. Having done so, I'm not persuaded they indicated Miss I was at risk of financial harm, so that Barclays ought to have stopped or paused the payments in order to ask further questions of Miss I. So I don't think it ought to have prevented her sending these payments.

I have, however, then considered whether it could've done more to recover the payments. I'm aware that while the first payment was first transferred to another of Miss I's Barclays accounts, it was also sent to the scammer in the same way – as Miss I sent screenshots of the payment in her chat with the scammer. So all three payments were ultimately sent to the scammer via the money transfer service.

The role of a money transfer service is to send funds to the requested destination. And the evidence we hold is that this service was provided each time. The scammer did receive the funds from Miss I. So, while I can see Barclays did initiate the chargeback process for the two card payments made on her main account, this was defended by the money transfer service. I wouldn't have expected Barclays to take this claim further, as evidence was supplied that the transfer service was provided. And the issue here is with the scammer not sending any goods despite receiving Miss I's money – not with the funds not being received by the scammer. So I don't consider Barclays could've recovered the funds.

I accept Miss I is out of pocket because of what happened, but this is the result of the actions of the scammer, not any failure by Barclays. So I don't uphold her complaint, as I don't consider Barclays could have prevented or recovered the lost funds in this case.

### **My final decision**

For the reasons set out above, I don't uphold Miss I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 5 June 2025.

Amy Osborne  
**Ombudsman**