

## **The complaint**

Mrs B complains that POCKIT LIMITED will not refund money she lost to a scam.

## **What happened**

The details of this complaint are well known to both parties, so I will not repeat it all again here.

In August 2024 Mrs B made a payment of £852.23 to pay for a flight for her daughter. However she realised it she had been scammed when the fraudsters attempted to take a second payment for an amount she had not agreed to. Mrs B reported the matter to POCKIT but it did not refund the money she lost and it did not uphold her subsequent complaint.

Our Investigator did not think the complaint should be upheld. She did not think POCKIT was at fault for processing the payment in accordance with Mrs B's instructions. Our investigator also said there were no real prospects of a successful chargeback claim to recover the funds.

Mrs B didn't accept our investigator's view, as such the complaint 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.

I want to thank Mrs B for sharing openly about her circumstances and the challenges she faces due to her health. I also appreciate that she has been a victim of a cruel scam and has suffered as a result. While I sympathise with Mrs B, I must put aside my feelings and consider her complaint impartially. Having done so, I agree with the outcome our investigator reached and for similar reasons. I know this will be disappointing to Mrs B, but I'll explain my reasons why.

Taking into consideration the relevant regulatory rules and guidance, codes of practice and good industry practice, POCKIT should take steps to identify and where possible prevent sufficiently unusual or uncharacteristic payments to help protect its customers from financial harm resulting from fraud.

Even so, I think it is important to highlight that there are many payments made by customers each day, and it is not reasonable to expect a e-money provider to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers, and not unnecessarily disrupting legitimate payment instructions.

I don't find the payment Mrs B made was sufficiently uncharacteristic or unusual to have caused concern. Furthermore when considered in the context of the vast number of payment instructions POCKIT receives, I don't find the payment of remarkable value such that

POCKIT ought reasonably to have been concerned she was at risk of harm from fraud and to have intervened.

I've also considered whether POCKIT did enough to try to recover Mrs B's funds after being made aware of the scam, and I think it did. Once a payment instruction has been executed it is not usually possible for the bank to stop it even though it may appear as a pending transaction.

As the payment was made by debit card the only means of recovery is through the chargeback scheme. POCKIT has shown it raised the chargeback claim but it was successfully defended by the merchant. It also explained that it could not submit a chargeback claim or fraud as the transaction was authorised by Mrs B. There are specific rules set by the scheme providers under which a claim can be made, so I do not think it is unreasonable that it did not raise a chargeback claim due to fraud. I'm not persuaded there were any prospects of recovering the loss Mrs B incurred.

I've carefully considered all that has happened here. Whilst I understand that Mrs B has been left out of pocket because of the scam, for the reasons I've set out above, I can't fairly or reasonably hold POCKIT responsible for the loss.

### **My final decision**

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 4 September 2025.

Oluwatobi Balogun  
**Ombudsman**