

The complaint

Miss O complains that Skrill Limited didn't treat her fairly after she used its account to make payments connected to a scam.

What happened

In summary, Miss O was the victim of a scam where she paid for items she didn't receive. To make these payments, Miss O deposited money using her NatWest debit and credit cards on her newly opened Skrill account and sent 15 payments to two other Skrill users between 10 and 27 September 2024 for £2,612.42.

Miss O contacted Skrill about the payments in September 2024, who said the payments were final and irreversible. In October 2024, she raised chargebacks using NatWest, which Skrill successfully defended. It also charged her fees for the claims, which resulted in her account being debited £291.78.

Miss O raised a complaint about how Skrill handled the matter, which it didn't uphold, highlighting how its actions were in line with its terms of use.

Still unhappy, Miss O brought our concerns to our service. Our investigator upheld the complaint in part. They didn't think Skrill could be fairly blamed for failing to stop or recover her losses from the scam and they didn't think its handling warranted compensation. But they did recommend that it refund half of the chargeback fees, given that NatWest had agreed to refund the other half.

Skrill disagreed and asked for an ombudsman's decision. Miss O also disagreed. In summary:

- She described the financial and emotional toll of dealing with the matter.
- She commented on Skrill's lack of support, false claim that she didn't contact it, and how it misgendered her.
- She highlighted the strictness of Skrill's terms and how it's led to the threat of debt collection.
- Miss O requested fairness, in light of how she was the victim of a scam and her vulnerabilities.

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, I've reached the same outcome as our investigator for these reasons:

- I'm sorry to read about the cruel scam Miss O was a victim to and the impact it's had on her. It's my role to decide whether it's fair to hold Skrill, as her account provider, responsible for her losses from the scam.

- There are various rules and codes that mean victims of scams ought to be refunded in some circumstances. But to be clear, there isn't an overarching, general expectation that firms like Skrill ought to refund victims of scams.
- For payments like those in dispute here, the legal starting position is that Miss O is liable for authorised payments, which is accepted as the case here. That's in line with Skrill's terms on the matter.
- However, Skrill is aware, taking longstanding regulatory expectations and requirements into account, and what I consider to be good industry practice at the time, that it should have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.
- Having reviewed the circumstances of these payments, I note the payments happened over two weeks, and the amounts were all for under £350.00 and totalled just over £2,600.00. Taking this into account, alongside how this was a new account where Skrill didn't have any activity to compare it to, I don't think the circumstances were such that Skrill ought to have been concerned Miss O was at risk of financial harm.
- In saying that, I've noted that Skrill received non-delivery reports from Miss O while the payments were ongoing. But I've not seen evidence that it ought to have known from these that she was at risk of a scam.
- It follows that, on balance, I think it acted reasonably by processing the payments in line with Miss O's instructions without completing further checks.
- As well as whether Skrill ought to have prevented these losses, I've considered whether it ought to have done more to recover them. But I can see from the beneficiaries' account statements that the money was moved on as soon as it arrived. So I don't think that, however quickly Skrill acted after hearing about the scam, it would've been able to recover Miss O's money.
- I've gone on to consider whether Skrill acted unfairly in handling Miss O's claim and the toll this has had on her. I don't doubt the impact this matter has had, but I'm mindful that the driving force of this was likely to have been the scam itself (which I can't blame Skrill for) and Skrill's decision to not refund her (which I don't think was unreasonable).
- I do accept that Skrill made some mistakes in its communications, but I don't think the impact of these errors was such that it ought to offer compensation. I also note it suspended and then closed her account, but I can see it's the power to do that under its terms – and again, I don't think this was a key factor in Miss O's upset.
- I've noted the charges it applied in relation to the chargeback claims Miss O made through NatWest. While I can see that's also contained in its terms, it's not shown me how this onerous term was highlighted to Miss O, as I'd expect it to have been. And given that it dealt with all the chargebacks as one, I'm not convinced the amount was proportionate to the work involved. It follows that I agree with our investigator that it ought to refund half of these fees, given NatWest's offer to refund the remaining half. I remind Miss O that it's for her to use the money to repay the outstanding balance on the account to avoid further action being taken.
- Finally, I want to reassure Miss O that in dealing with this matter, I've paid attention

to the vulnerabilities she's shared with us. But overall, I've not changed my mind about Skrill's liability for her losses from these payments, particularly as it seems it didn't know of these when the payments were made.

- I've also noted her request for fairness and compassion. But I must be fair to both sides. And that means I can't tell Skrill to put things right as a gesture of its goodwill. Instead, I've got to see that it made a mistake that caused her losses. And here, aside from the chargeback fees, I don't think it can be reasonably told to put things right.

My final decision

For the reasons I've explained, I've upheld Miss O's complaint in part. My decision is that Skrill Limited must pay Miss O £145.89.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 18 December 2025.

Emma Szkolar
Ombudsman