

The complaint

Ms M complains that Barclays Bank UK PLC did not reimburse the funds she lost to a scam.

What happened

Ms M says she was deceived by a fake travel agent into making a number of card payments to various airlines. She says she received fake tickets, but was given excuses as to why she had to make multiple payments. However, she did not receive any genuine flights in her name as expected and she realised she had been scammed.

Ms M raised a scam claim with Barclays who explained the amounts of the card payments were not so unusual that they needed to intervene prior to them being processed. Barclays raised a chargeback request for the payments, however none of them were successful. Barclays said one of the merchants rebutted the claim and provided evidence a service had been provided, so Barclays were unable to proceed further with the chargeback claim.

The complaint was referred to our service and our Investigator looked into it. They did not think the transactions warranted an intervention from Barclays and they felt Barclays had acted reasonably when it attempted to recover the funds via the chargeback process. However, as the merchants had provided a service, albeit not to Ms M, there were no further grounds for a claim.

Ms M disagreed with the findings. She did not think she had given informed consent for the transactions because she had been deceived into making them. And she felt there was a valid ground for a chargeback claim to be raised for all of the transactions.

As an informal agreement could not be reached the complaint has been passed to me for a final decision.

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 deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

Ms M has argued that she did not give her informed consent for the payments as she was deceived into doing so. However, when it comes to the authorisation of payments, a consumer only needs to consent to the payment itself for it to be authorised, and this is not affected by whether or not the consumer has been deceived into doing so. As Ms M has confirmed she consented to the payments, even if that consent was gained by deception, under the relevant rules and regulations we would therefore treat these as authorised payments.

While I recognise that Ms M did not intend for the money to go to scammers, the starting position in law is that Barclays was obliged to follow Ms M's instruction and process the payments. Because of this, she is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether Barclays did enough to try to keep Ms M's account safe.

In doing so, I have reviewed Ms M's statements and compared the scam payments to her genuine account activity. In doing so, I can see she had previously made card payments of similar values. And while I appreciate there were multiple card payments made to airlines in the space of three weeks, on balance I do not think the overall value or frequency of the payments was so unusual that Barclays needed to step in prior to them being processed. So I do not think Barclays missed an opportunity to meaningfully reveal the scam in the circumstances.

Ms M feels Barclays did not do enough to try and recover her funds once they were aware of the scam. Barclays have said they initiated three separate chargeback claims to three separate merchants. One of these merchants provided evidence that they had provided the service paid for, namely the flights.

It should be noted that the chargeback scheme is voluntary and run by the card issuers, in this case VISA, and not Barclays. We would only expect Barclays to pursue a chargeback claim if it had reasonable grounds for success. The chargeback scheme's purpose is to resolve disputes between merchants and consumers. In this case, Ms M's dispute is with the scammer and not the merchants.

Ms M says there are many separate chargeback codes that could be used to claim reimbursement under. She has said there was misrepresentation, because she was deceived and told incorrect information about the purpose of the payments. However, this misrepresentation was carried out by the scammer and not the merchants. As explained above, the chargeback scheme is there to resolve disputes against merchants and consumers so it is their action that need to be considered in chargeback claims. As the misrepresentation was not carried out by the merchants there would be no grounds for this chargeback code to be used.

Ms M also believes 'credit not processed' applies as she was promised a refund but this never arrived. It is unclear who promised the refund, but from what I have seen I think it is more likely this was promised by the scammer and not the genuine merchant. As a result, it was not the merchant who incorrectly failed to process a credit, but the scammer who gave her incorrect information.

Ms M has also said 'service not received' is a relevant code, as she did not receive the flights that were paid for, and she has said the wording of the code states the service was not received by the cardholder. I note the merchants did provide the service paid for, namely the provision of tickets on flights. But I accept that these were not in Ms M's name as she expected. However, the merchants provided tickets in the names that they were authorised to by the cardholder, in this case Ms M. As mentioned previously, I would only expect Barclays to pursue a chargeback claim which had a reasonable chance of success. As I do not think these claims did, I think it is reasonable that Barclays did not pursue them further.

Having carefully considered everything available to me, I do not think Barclays missed an opportunity to meaningfully reveal the scam. And I do not think they needed to do more to try and recover Ms M's funds in the circumstances.

My final decision

I do not uphold Ms M's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 5 March 2026.

Rebecca Norris

Ombudsman