

The complaint

Mrs P is unhappy that Barclays Bank Plc won't refund payments she made because of a purchase scam.

What happened

I won't repeat all the facts of this complaint as they are well known to the parties. I will though provide a short summary as to where we are at with it.

Mrs P searched online for a contact number for a well-known travel company online, found a number and contacted someone who she thought worked for them. They asked to move their conversation onto WhatsApp. Unfortunately, unbeknown to Mrs P, she was not talking to a representative from the travel company, but to a scammer who was impersonating being from there.

Mrs P made three payments to the scammer, on 10 August 2024 for £6,013.96, 14 August 2024 for £870.00 and 15 August 2024 for £37.52. Mrs P has since received refunds through chargeback claims for the second and third payments, but she is still out of pocket for £6,013.96.

Mrs P realised something was wrong as, when she tried to get her flight tickets, she was informed by the scammer that they had received the payment too late, and that she would need to rebook. She contacted someone from the travel company and this time got through to a legitimate member of staff, who told her that they didn't have a booking in her name. Mrs P rebooked with them, and ended up going on her trip but, is still out of pocket for the amount she handed over to the scammer on 10 August 2024.

Mrs P complained to Barclays that it ought to have done more to protect her from the scam. Barclays responded and said it didn't do anything wrong. It said the chargeback request for the first payment was not successful as the payment went to a legitimate company first, who had carried out its services. It said it couldn't reimburse Mrs P for this amount.

Unhappy, Mrs P brought her concerns to our service to investigate. The investigator looked into matters and said she didn't think Barclays should be required to provide a refund. She said it didn't look like Barclays should reasonably have been expected to prevent the scam on this occasion.

The investigator said she was satisfied the first payment of £6,013.96 carried a heightened risk of harm because it was a high value payment, compared to Mrs P's usual spend. She said though, that even if Barclays had provided a tailored warning, that Mrs P would have carried on with the payment anyway, as, at the time she felt she was dealing with a legitimate company. She concluded that she was not persuaded a purchase scam warning would've prevented Mrs P's loss to the scam.

Mrs P was unhappy with the outcome and asked for an ombudsman to look into things, so her complaint has been passed to me.

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:

- The starting position in law is that Mrs P is responsible for the payments she made. And Barclays has a duty to make the payments she tells it to.
- But, as supported by the terms of the account, that doesn't preclude Barclays from making fraud checks before making payment. And, considering regulatory expectations and good industry practice, I'm satisfied that it should fairly and reasonably do this in some circumstances.
- I first looked into whether Mrs P had been scammed, and after reading all that has been submitted, I am satisfied that she has been. Mrs P wanted to use a legitimate travel company and had told our service she wanted to do so, because she had successfully planned her holidays with them before.
- Unfortunately, though, when she went to find contact details for this company, she unwittingly found details for someone who was impersonating the legitimate company and set out to scam Mrs P of her money. This led to Mrs P sending £6,013.96 to the scammer using their payment details. This was through a travel agent exchange company. I looked to see whether Barclays ought to have done more here when Mrs P made the payment.
- Looking at Mrs P's account history, I do think Barclays ought to have intervened and provided a tailored scam warning to her. I say this because the size of the payment was out of character in relation to her normal account activity. I think if Barclays had asked Mrs P questions whilst she was making her payment, it could have provided a tailored warning in relation to what it was that she was doing.
- That said, even if Barclays had done what I have suggested was fair and reasonable for it to do, to meet its obligations towards Mrs P, I don't think it would have made any difference to the outcome. I still think Mrs P would have, after receiving a warning, gone ahead and made the payment anyway.
- I have made this finding, because I can see that at the time she authorised the payment for £6,013.96, Mrs P was of the understanding that she was dealing with a legitimate travel company, and I can't see any indications that a tailored warning would have uncovered a scam here. I think Mrs P would have made the payment anyway, even if Barclays had done what it ought to have and provided a tailored scam warning. It was only when it was time for Mrs P to receive tickets and go on holiday a few days later did the scam unravel when she made a call to the legitimate company.
- I can see that Mrs P has received refunds for payments 2 and 3, and these were through chargeback run by the card scheme. These were agreed by the travel agent exchange company that facilitated the payments, but it hasn't given a reason why it did this. It didn't agree to refund the first payment, through the same method. I can see the reason why it hasn't, and that's because it said it provided the service it was supposed to, so met the rules of the scheme. Specifically, I can see Barclays has done all it was supposed to here and so I can't ask it to do anymore, in this regard.

- I do appreciate how disappointing this will be for Mrs P, and I am sorry this has happened to her. But for the reasons I've explained, even though I do think Barclays should have done more, and made an intervention with the first payment, I don't think it would have made a difference and Mrs P would have made the payment to the scammer anyway. I don't think it would be fair or reasonable of me to conclude Barclays mistakes, have caused or contributed to Mrs P's losses. So, it follows, I don't uphold her complaint.

My final decision

For the reasons I've explained, my final decision is that I do not uphold Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 6 November 2025.

Mark Richardson
Ombudsman