

## The complaint

Mr S complains that two chargebacks he raised with Barclays Bank UK PLC weren't successful. He says the bank should be able to recover his money.

## What happened

Mr S complains about two transactions he made using his Barclays VISA debit card. He says in one case, he never received the tickets that he'd paid for; and in the other case, the retailer took a payment from him in error. He says he's tried to get Barclays to have the two amounts returned or refunded to him, but he's not been successful. Mr S told us:

- In August 2022, whilst abroad, he bought tickets to a sports event through an online ticket agent. The tickets costs £55.40;
  - although he paid for the tickets in full, they never arrived in his account, and he wasn't able to retrieve them;
  - he did try to recover the money from the online ticket agent, but he wasn't successful, so he disputed the transaction with Barclays;
  - Barclays wouldn't refund him; it said it hadn't been able to recover the money from the merchant;
  - Barclays must have the merchant's bank details, so it should be able to recover his money.
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- In January 2023 he bought a ticket for a cinema screening that cost £12.39;
  - he wanted a ticket for Sunday 8 January, but for some reason, it also booked him a ticket for Monday 9 January, and the merchant took two payments;
  - he tried to recover the money from the merchant, but he wasn't successful;
  - he's tried to dispute the transaction with Barclays, but for technical reasons, this hasn't been successful;
  - although he's told Barclays of his problems, it simply insists that its systems work.

Mr S wants the two payments, totalling £67.79, refunding to his account.

Barclays rejected Mr S's complaint; it said it had found no evidence of a bank error.

In respect of the tickets for the sports event, Barclays said it sought a refund for Mr S using the VISA chargeback scheme and that it followed the process correctly. It confirmed it had refunded Mr S the disputed amount - £55.40 – immediately, on a temporary basis, so that he wasn't out of pocket while the matter was investigated. But it says it told Mr S that the amount could be re-debited to his account if the merchant defended the claim.

Barclays says the merchant – the online ticket agent – defended the chargeback and provided evidence to support its position. The bank says it wrote to Mr S with details of the evidence it had been given and it asked him to respond with any additional information within 10 days. It says the deadline passed without it hearing from Mr S, so it closed the claim. And around 10 weeks later it contacted Mr S to confirm his dispute had been unsuccessful and that it would be re-charging his account with the £55.40.

In respect of the payment taken for the cinema ticket, Barclays says it advised Mr S that he'd first need to contact the merchant to seek a refund, before raising it with Barclays if that wasn't successful. Barclays says it heard nothing further about this £12.39 transaction or about any communications Mr S did, or didn't have, with the merchant. Barclays told this Service that the online ticket agent confirmed to it that an email confirmation, together with tickets, was sent to Mr S immediately after he made the purchase because during the purchase process, Mr S agreed to the specified ticket delivery. It said he had full access to his online account which provides details of ticket delivery, and it confirmed that all ticket sales are final.

Our investigator looked at this complaint and said he didn't think it should be upheld. He explained how the chargeback scheme operates and said that in this particular case, Barclays had to follow the rules set out by VISA – it was a VISA debit card issued by Barclays that had been used to make these purchases. And taking everything into account, he was satisfied that Barclays had followed the rules set out by VISA, and that it had treated Mr S fairly.

Mr S disagree so the complaint comes 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.

In deciding this complaint, I'm only considering the actions of Barclays and how it handled Mr S's request that it raise chargebacks on his behalf. I'm not looking at the actions of either merchant, and I'm not investigating their online services.

Having considered everything very carefully, I have to tell Mr S that I'm not going to uphold his complaint, and I'll explain why.

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided, where goods or services are defective, or where goods or services aren't as described. In this particular case, an appropriate reason might be that Mr S didn't receive the service that he paid for.

There's no automatic right to a chargeback; the chargeback process doesn't give consumers legal rights; and chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by merchants. This is because the rules, set out by the card scheme lay down strict conditions which must be satisfied for a chargeback claim to succeed. If a financial business thinks that a claim won't be successful, it doesn't have to raise a chargeback. But where there's a reasonable chance of success, I'd expect a financial business to raise a chargeback.

### ***Online ticket agent***

It's important to note that chargebacks are decided based on the card scheme's rules – in this case VISA's – and not the relative merits of the cardholder/merchant dispute. So, it's not for Barclays – or me – to make a finding about the merits of Mr S's dispute with the online ticket agent. Barclays' role is to raise the appropriate chargeback and consider whether any filed defence by the merchant complies with the relevant chargeback rules.

And from what I've seen, that's what Barclays did here. It raised a chargeback quickly, just a few days after Mr S lodged his dispute with it. But the merchant's response suggested that it didn't agree this was a valid claim; it said there were no chargeback rights as the tickets purchased were supplied. And the merchant's defence was enough to mean the chargeback didn't succeed.

Where the merchant challenges a chargeback, a bank doesn't have to carry out a detailed investigation into what actually happened to decide which party deserves the money. But Barclays did write to Mr S to tell him what had happened and provide detailed of the merchant's defence. And it invited Mr S to provide any additional evidence.

The parties disagree about what happened next. Mr S says he replied to Barclays' letter and provided additional information. Barclays says it received nothing from him and it re-debited his account with the amount in dispute around 10 weeks later.

I've thought about this carefully, but taking everything into account, there's nothing I've seen that suggests Mr S' claim was likely to succeed; the online ticket agent said its terms and conditions supported its position and the tickets he'd purchased were available to him in his account. Accordingly, I'm persuaded that Barclays took the claim as far as it reasonably could've done given the merchant's defence. So, in view of this, there's nothing more that I would've expected Barclays to do.

#### *Cinema ticket*

Before Barclays can raise a chargeback, it must be provided with evidence that Mr S has contacted the merchant (or show efforts of attempting this) in the first instance to try and resolve things.

Given that Barclays advised Mr S of this, and says it received nothing from him to show he'd attempted to contact the merchant about a refund, there's nothing further I would've expected Barclays to do in the circumstances.

I know Mr S says he experienced technical difficulties with the Barclays app, something Barclays disputes, but there were other avenues open to him about how he could contact the bank. Barclays' letters to him provided both a postal address and phone number, either of which he could've used, and I note he did write to Barclays in April 2023, just not about this particular claim.

I'm also of the opinion that even if he had contacted Barclays with the information it required, it's unlikely his claim would've been successful. The merchant provides details on its website about the process to follow if cinema tickets need amending, changing or cancelling. And I've seen no evidence that Mr S followed this process.

In summary, Barclays can only use the chargeback process with the information provided to it by Mr S, and on this occasion, for both these claims, I'm satisfied that's what it did.

I know that Mr S will be disappointed with the outcome of his complaint, but I hope he understands why I've concluded that Barclays doesn't need to do anything more.

#### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 May 2024.

Andrew Macnamara  
**Ombudsman**