

The complaint

Miss M complains that Barclays Bank UK PLC won't refund £3,019 which was the purchase value of a laptop she returned to the retailer.

The details of this complaint are well known to both parties, so I won't repeat everything again here. Instead, I'll focus on giving the reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

- In November 2022, Miss M used her Visa debit card to make the laptop purchase. Therefore, the only option Barclays had to assist with Miss M's dispute with the retailer was via the chargeback scheme.
- The chargeback scheme is a voluntary agreement between card providers and card issuers who set the scheme rules and is not enforced by law. A chargeback isn't guaranteed to result in a refund, there needs to be a right to a chargeback under the scheme rules and under those rules the merchant or merchant acquirer can defend a chargeback if it doesn't agree with the request.
- We would only expect Barclays to raise a chargeback if it was likely to be successful.
- When Miss M contacted Barclays to raise her dispute in March 2023, it *requested 'A copy of the refund receipt, credit note or proof from the company that a refund is due.'*
- Miss M replied providing an image of a proof of posting and Barclays wrote to her to explain it hadn't been able to recover her disputed payment.
- In my judgement, Miss M didn't provide the evidence Barclays requested and I think Barclays written request of what it needed was clear.
- Even if I accept Miss M's testimony that Barclays told her over the phone that proof of posting was sufficient and if she'd known what she needed to provide she would have done so immediately, I'm not persuaded she could have. Miss M has provided her correspondence with the retailer and I've not seen evidence of a refund receipt, credit note or proof that a refund is due. The evidence she does have from the retailer confirms that they were unable to process a refund and couldn't disclose the nature of their investigation into why.

I do not think Miss M had any reasonable prospect of success if Barclays were to have processed a chargeback claim on her behalf. So, I don't think Barclays acted unfairly when it considered Miss M's chargeback claim and declined to take it forward. I'm satisfied Barclays communicated its outcome with her promptly and it didn't act unreasonably by closing the claim once it concluded it couldn't assist.

My final decision

My final decision is, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 15 February 2024.

Dolores Njemanze
Ombudsman