

The complaint

Mr S complains that Barclays Bank UK PLC hasn't refunded a payment he made using his debit card.

What happened

In July 2023, Mr S purchased some trainers through a retailer online. He paid £286.50 using his Barclays debit card. A few weeks later Mr S complained to the retailer to say that the trainers had not been received but that he'd received a communication to say they had been successfully delivered. He requested a refund of the payment he made. The retailer said that as Mr S had signed for the delivery, it wouldn't look to refund him.

Mr S then approached Barclays for help in getting a refund. Barclays attempted a chargeback through the relevant card scheme. However, the retailer defended the chargeback attempt and provided information to show that the trainers had been shipped and delivered by a third party courier. On this basis Barclays let Mr S know that the chargeback was unsuccessful.

Mr S complained about Barclays decision not to refund him and said that the retailer had not provided any proof to show he had signed for the delivery. Barclays didn't agree it had acted incorrectly in not refunding him and therefore didn't uphold his complaint.

Our investigator didn't recommend the complaint be upheld. She didn't think Barclays had acted unfairly in not pursuing the chargeback further as she didn't consider there was any reasonable prospect of success.

Mr S didn't agree and provided a substantive response. In summary, he said that:

- Barclays didn't wait to receive further evidence from him from the courier.
- There was no photographic evidence of the delivery being made.
- Barclays did not supply any evidence to the retailer that he had provided when processing the chargeback and has therefore not processed it correctly or fairly.
- He supplied evidence to Barclays to dispute what the retailer had said and Barclays confirmed in emails it received this evidence but then did not pursue the chargeback further.

As there was no agreement, 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.

As Mr S made his payment using his Barclays debit card and asked it for assistance in

getting a refund, Barclays attempted a chargeback through the relevant card scheme.

A chargeback is a way in which payment settlement disputes are resolved between card issuers (such as Barclays) and merchants (such as the retailer Mr S bought the trainers from). They are dealt with under the relevant card scheme rules. In certain circumstances the process provides a way for Barclays to ask for a payment Mr S made to be refunded. Those circumstances include where goods or services aren't supplied – as is alleged here.

However, a chargeback doesn't guarantee a refund. The retailer can put forward a defence to any chargeback claim – which is what happened here. If a chargeback is defended, Barclays can make a further presentment for a chargeback and ultimately ask the card scheme to arbitrate on the outcome if the retailer continued to defend it.

There is no obligation for Barclays to raise a chargeback in the first instance or pursue it further through the scheme. But I would consider it good practice for a chargeback to be attempted where the right exists and where there is some prospect of success.

I think Barclays acted fairly by initially attempting the chargeback. Having reviewed the retailer's defence to the chargeback, I don't think it was unreasonable for Barclays not to pursue it any further from that point. This is because I don't think at that stage there was any reasonable prospect of success.

I say this because the retailer had provided evidence to demonstrate that the parcel had been delivered by the third party courier to the agreed address and had been signed for by someone with the same name as Mr S. I accept (as Mr S says) it did not provide any photographic evidence of the delivery or a copy of an actual signature, but I don't think this is sufficient to say it was more likely than not that Mr S didn't receive the parcel.

I note that Mr S hasn't been consistent throughout his dispute with the retailer and with Barclays. In his initial correspondence with the retailer he said *"item says delivered with some strange person holding my parcel"*. Our investigator has asked Mr S several times to provide a copy of the message he received with this picture, but Mr S has denied having ever received any message with a picture and ever saying to anyone that he did.

Mr S also says that Barclays did not process his evidence correctly. It isn't particularly clear exactly what this evidence was or how it may have made any difference to the chargeback dispute. However, I've seen that Barclays confirmed in an email to Mr S that it did receive his submissions and they were included.

Mr S has also suggested that he sent further evidence, or was waiting for further evidence, from the third party courier and Barclays has not waited for this evidence and/or not processed it correctly. But Mr S has also said that he has never contacted the third party courier and nor should he have to as he isn't the one that sent the parcel.

Overall, I've not seen anything to persuade me that Mr S provided Barclays with information or evidence that meant it acted unfairly and unreasonably in not pursuing the chargeback further. It seems there was some evidence from the retailer that the parcel was delivered to the correct address and recipient and other than Mr S saying that wasn't true, Barclays appears to have had nothing further with which to contest the retailer's defence of the chargeback. Given that Mr S had also been inconsistent with what he says happened throughout the disputes process, I don't think the chargeback would have had any reasonable prospect of success had it been pursued further. I therefore don't think Barclays has acted unfairly or unreasonably when dealing with Mr S' request for a refund.

My final decision

For the reasons given above, I don't 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 11 November 2024.

Tero Hiltunen
Ombudsman