

The complaint

Mr B complains that Barclays Bank UK PLC failed to pursue his chargeback in relation to his purchase of a hotel booking.

What happened

In June 2023 Mr B booked a hotel online and paid £1,005.71 to the booking agent ("the merchant") with his Barclays debit card. The hotel did not meet his expectations, and so in August 2023 he asked Barclays to raise a chargeback dispute. The merchant defended the dispute, and provided its evidence to the bank. Barclays shared this with Mr B and asked him to look at it and then respond. On receiving no response by the deadline, Barclays closed the chargeback dispute. Mr B complained about that outcome, but Barclays did not agree that it had done anything wrong. Being dissatisfied with that response, Mr B referred this complaint to our service.

Our investigator did not uphold this complaint. She said that Barclays had been unable to pursue the chargeback dispute any further than it had, because the chargeback rules required it to provide evidence, and Barclays had not been provided with any.

Mr B said that he had taken photos of the hotel's shortcomings, but his phone had been stolen and so he no longer had the photos. He reiterated that the hotel had been terrible, and he referred to dozens of negative reviews about it that had been left online. He asked for an ombudsman to review his case.

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.

My role is only to consider whether Barclays did enough to pursue Mr B's chargeback dispute. It is not within my remit to decide what the merchant or the hotel did, or failed to do. In dealing with a chargeback dispute, Barclays is obliged to follow the rules of the credit card scheme operator. I cannot review whether those rules are fair, or say that Barclays did not have to follow them, for example.

When Mr B first raised this matter with Barclays, the bank raised a chargeback dispute. The merchant responded and made the following points:

- Mr B had not provided any evidence to support his complaint.
- The merchant had contacted the hotel anyway, and had asked it to refund Mr B in full. But the hotel had said that Mr B had not complained during his stay, nor had he cut his stay short. The hotel therefore did not agree to refund his booking.
- The merchant therefore did not accept that there had been anything wrong with the hotel, or that the service or accommodation that Mr B had paid for had not been as described.

I have seen evidence from the bank's internal systems that on 11 September 2023 it asked Mr B for further information, and that he did not respond. On 6 October Barclays closed the chargeback dispute. I have seen a note of a phone call on 31 October in which Mr B told Barclays that he had sent a reply by recorded delivery about two weeks ago, but that would have been too late. Once a chargeback dispute has been closed, it cannot be re-opened.

It follows that Barclays had done all it could. It was not able to rely on reviews left online by third parties; the chargeback rules require evidence directly from its customer. As Barclays was unable to provide that, it had no choice but to close the dispute, regardless of how bad the hotel was in reality.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 April 2024. But apart from that, this final decision brings our service's involvement in this case to an end.

Richard Wood
Ombudsman