

## The complaint

Miss A complains that Barclays Bank UK PLC won't refund to her the money that she paid for some dental treatment.

## What happened

Miss A made a debit card payment of £1,539 in May 2022 from her bank account with Barclays Bank to a merchant for some dental treatment. The merchant went into administration in December 2023 and Miss A made a chargeback claim to Barclays Bank in May 2024. It said that it was unable to raise a transactional dispute as the claim was made more than 120 days after the payment was made. Miss A then complained to Barclays Bank but it said that it wouldn't be upholding her complaint as it had been unable to see any evidence of a bank error and Miss A had been given the correct information.

Miss A wasn't satisfied with its response so complained to this service. Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that Barclays Bank had acted fairly by considering the chargeback claim but it wasn't raised within 120 days as required under the scheme rules so it didn't need to do anything further.

Miss A didn't accept the investigator's recommendation and has asked for her complaint to be considered by an ombudsman. She says that she understands that there is flexibility regarding the 120 day limit for chargebacks in cases where a payment was made in advance of the service being due and that her circumstances are exceptional. She says that she went for a free initial consultation and provided her bank details to secure the appointment. She also says that the merchant agreed to refer her to the right team for a refund but didn't do so and then went into administration.

## 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.

If a consumer disputes a card payment, the card issuer may be able to make a chargeback claim to the merchant under the relevant card scheme to try to settle the dispute. There's no right for a consumer to require that a chargeback claim be made and the applicable scheme rules set out the disputes that can be considered and the time limits for making a claim.

The applicable scheme rules allow a consumer 120 days from the date that they make a card purchase, or notice an issue with a product or service, to make a chargeback claim - but where a payment is made for a service that's to be provided at a later time the chargeback claim must be made within 120 days of the last date that the cardholder expected to receive the services but not exceeding a total of 540 days from the date of the original payment.

Miss A made the payment of £1,539 to the merchant in May 2022 and she made a chargeback claim to Barclays Bank in May 2024. That was more than 540 days after the

payment was made so I don't consider that Barclays Bank was able to make a chargeback claim under the applicable scheme rules. The scheme rules are set by the card company (and not by Barclays Bank) and there would be no exceptions to those time limits in these circumstances.

Miss A says that she contacted Barclays Bank about the chargeback in January 2024 but she's provided no evidence to show that she did so. The evidence that's been provided by Barclays Bank shows that it was contacted by Miss A about the chargeback in May 2024. Even if Miss A had contacted Barclays Bank about the chargeback in January 2024, that would have been more than 540 days after the payment was made so Barclays Bank wouldn't have been able to make a chargeback claim under the applicable scheme rules.

Miss A says that she went for a free initial consultation and provided her bank details to secure the appointment. She also says that the merchant agreed to refer her to the right team for a refund but didn't do so and then went into administration. I'm not persuaded that there's enough evidence to show that the merchant charged her incorrectly. She made the payment to the merchant in May 2022 and the merchant went into administration in December 2023 but she hasn't provided any evidence to show that she had disputed the payment with the merchant or that it had agreed to refund the payment to her.

Miss A has referred to a claim under section 75 of the Consumer Credit Act 1974. In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. Miss A's payment of £1,539 was made by debit from her bank account, and not by credit, so section 75 doesn't apply to her claim.

I'm not persuaded that there's enough evidence to show that Barclays Bank has acted incorrectly in relation to Miss A's chargeback claim. I find that it wouldn't be fair or reasonable in these circumstances for me to require Barclays Bank to refund to Miss A the £1,539 that she paid to the merchant, to pay her any compensation or to take any other action in response to her complaint.

**My final decision**

My decision is that I don't uphold Miss A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 14 April 2025.

Jarrold Hastings  
**Ombudsman**