

## **The complaint**

Ms J complains Barclays Bank UK PLC (Barclays) failed to get her money back for services she bought with her debit card, but did not receive.

## **What happened**

In early September 2023, Ms J used her debit card to pay an online agency £166 to secure travel visas from the Tanzanian government, which usually takes 72 hours. The visas were for her and her travelling companion, who were visiting Tanzania in October 2023.

As Ms J had not received any visas after three weeks, she was worried she might not get them in time (or at all) for her holiday. So she paid the Tanzanian government directly for the visas, and asked Barclays to get her money back from the agency.

Barclays raised a chargeback for Ms J on the basis she had not received the services she paid for. This resulted in a temporary refund of the amount she paid. The online agency defended the chargeback with supporting evidence, and Barclays asked Ms J for further information to challenge it. As Ms J did not respond, and as Barclays thought the online agency supplied compelling evidence, it discontinued the chargeback.

Ms J said Barclays mishandled her chargeback. She said Barclays did not warn her it would only ask for further information through her app – so she did not see the request. She says Barclays should have contacted her directly, such as by email. But Barclays thought its communication was sufficient and that it acted fairly when it discontinued the chargeback.

Our investigator did not think Barclays had to do anything further. As Ms J was unhappy with this outcome, the complaint's come to me for a 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.

When someone buys something with their debit card, and something goes wrong, there's no general obligation on their bank to provide a refund. But in certain circumstances, such as where services are not as described, the bank can raise a chargeback.

The chargeback process is run by the relevant card scheme provider – in this case that's VISA. Banks can attempt a chargeback on behalf of its customers, but as the process is voluntary it does not have to raise one. However, I would expect it to attempt one as a matter of good practice if there was a reasonable prospect of the chargeback succeeding.

I cannot tell a scheme provider how to run its chargeback process – but I can consider whether the bank correctly applied the scheme rules and conducted the process fairly.

I've considered whether Barclays acted fairly by reviewing its communication with Ms J and whether it fairly applied VISA's scheme rules. Ms J also said a direct debit was set up for her

without her consent – so I've also considered how this might have impacted the chargeback.

#### Direct debit / continuous payment authority

Whether a recurring payment should have been set up for Ms J is not part of her core complaint concerning the chargeback outcome. However, because Ms J feels the CPA's existence was a relevant factor in the chargeback's success, for completeness I will address this insofar as it relates to the chargeback outcome.

Barclays' records show a continuous payment authority (CPA) was set up in Ms J's name. A CPA is a type of recurring payment that differs from a direct debit. It entitles the merchant to payment as and when it falls due, rather than at set times.

Whether a CPA should have been set up depends on the agreement between Ms J and the online agency – but I don't have a copy of it. However, I also can't see Ms J's suffered any financial loss, as Barclays cancelled the CPA soon after Ms J asked it to.

I also don't think, had the CPA been set up without authority, this would have been material to the chargeback's success. The chargeback's outcome mainly depends on whether services were likely provided, and is unrelated to the separate issue of whether the merchant set up a CPA without authority.

I appreciate Ms J's point that if the CPA had been set up without authority, it might suggest the online agency was a scam company. But given the strength of the online agency's defence, I don't think establishing there was an unauthorised CPA would have likely made a difference to the outcome of the chargeback.

#### Communication and chargeback outcome

I can understand why Ms J would prefer more direct communication and would be unhappy with requests for further information only coming to her via her app. However, Barclays have provided evidence showing that in addition to the requests being made through her app, it also requested this same information by letter posted to Ms J in late October 2023.

The address on the letter provided matches Ms J's address. So, I think it's likely Barclays sent the letter to Ms J, and in doing so I think it did enough to communicate clearly. Further, even if I were to accept Barclays should have communicated differently – for example, by sending an email - Ms J has not told us what she would have sent in response.

I've noted Ms J referred to online reviews calling the company a scam, so perhaps she would have submitted copies of these reviews if she saw Barclays' request for information. I can see there are negative reviews about the company, with some individuals claiming the service is expensive, or that it took a while to get their visas - as well as others saying they did not receive a visa.

As each review only details an individual's experience, which can vary from person to person, I don't think it's likely copies of poor reviews would convincingly show the agency is a scam or does not provide services. I've also not seen anything from Ms J that persuades me she had further information that would show she did not receive the service she paid for.

Ms J said she was supposed to receive her visas within 72 hours, but didn't provide anything to show this. I suspect the 72 hours turn-around time might have come from the online agency's website, which indicates that most, but not all, visas are processed in this time.

In contrast, the online agency provided terms and conditions she agreed to showing the 72

hours timeframe isn't guaranteed. The terms say obtaining visas depend on the [Tanzanian] government accepting the application, but before doing so it might ask for further information. Where that happens, the online agency will ask the applicant for the information, who must provide it in time, or else the application expires and no refund is due.

The agency provided information showing it was processing the visa applications, but the Tanzanian government needed a clearer copy of one of the passports. The agency provided a copy of an email sent to Ms J asking her for the information, and said Ms J had not responded to it. Ms J has not said anything about whether she responded to this email.

In these circumstances, I don't think there was any other information that would have likely made a difference to the chargeback outcome. And I don't think Barclays were wrong to discontinue the chargeback as it was unlikely to succeed on the evidence available. I've also not seen anything to persuade me that Barclays acted unfairly in any other way.

### **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 Ms J to accept or reject my decision before 29 November 2024.

Alex Watts  
**Ombudsman**