

The complaint

Mr R complains that Barclays Bank UK PLC did not pursue a chargeback claim in respect of a payment which he disputed.

What happened

In or around June 2022 Mr R booked flights through a broker for return flights for himself and family members. They were to fly at the end of August 2022.

The outbound flight was cancelled by one of the airlines with which Mr R was due to fly, but the return flight was unaffected. Mr R was offered alternatives for his outbound flight, but none was suitable, so he sought a refund instead. That became the subject of a separate complaint to this service.

The airline which had cancelled the outbound flight requires that passengers check in online, and it charges a significant additional fee if they do not. Mr R says that, because of the cancellation of the outbound flight, it was not possible for him and his family to use the online check-in service. As a result, he had to pay a fee of €389.82 to check in at the airport. He paid using his Barclays debit card.

In July 2023 Mr R raised the issue of the additional payment with Barclays. It said however that it could not seek a refund through the chargeback scheme, because any claim would be out of time. The claim needed to have been made within 120 days of the payment or within 120 days of the date on which the service was to be provided. (In this case, the flight was on the same date as the payment.) There was no prospect of obtaining a refund nearly a year later. (I note in passing that the additional payment was mentioned in the context of the first complaint, but still more than 120 days after the payment and return flight.)

Mr R referred the matter to this service, where one of our investigators considered what had happened. He took the same view as the bank, however – that there was no prospect of a refund, because the claim had been brought outside the relevant time limits. He did not recommend that the complaint be upheld.

Mr R did not accept the investigator's assessment and asked that an ombudsman review the 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.

I should say first of all that I have some sympathy for Mr R – especially if, as he says, his inability to use online check-in was the result of the airline's cancellation of the outbound flight.

Chargeback is however primarily a scheme for resolving disputes about payment settlements – including, for example, where payments are not authorised or are duplicated,

or where goods have been paid for but not delivered. It can therefore have the effect in some cases of resolving disputes between merchants and consumers, but it is not always an appropriate or effective mechanism for achieving that aim.

There is no legal or regulatory obligation on a card issuer to pursue a chargeback claim, but this service takes the view that they should do so where there is a reasonable prospect of success.

In this case, I think that Barclays was right to conclude that, whatever the merits of any underlying claim, chargeback was unlikely to result in a successful outcome for Mr R. The claim had been raised several months outside the relevant time limits.

I have considered whether, notwithstanding the Visa chargeback rules which applied here, the bank should provide Mr R with a refund, but I do not believe that would achieve a fair outcome overall.

My final decision

For these reasons, my final decision is that I do not uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 February 2025.

Mike Ingram

Ombudsman