

The complaint

Miss A complains Barclays Bank UK PLC acted unfairly by not refunding a payment she made using her debit card.

What happened

In June 2024, Miss A purchased a handbag online from a company I'll refer to as S. She paid EUR 2,900 (£2,529.63) using her Barclays debit card.

Miss A says she expected the item to be delivered on 5 July 2024, but when she checked the website it said the courier company, I'll refer to as D, delivered it early, on 4 July 2024. Miss A says she didn't receive the item.

Unhappy, Miss A contacted S to complain. It said as the evidence provided from D suggested the package had been delivered, there was nothing further it could do.

As such, Miss A asked Barclays for help in getting a refund, saying she'd not received the item she'd ordered.

Barclays raised a chargeback with S, which is a process of asking the merchant for a refund via the card scheme provider – Visa in this case.

However, S defended the chargeback, saying it didn't agree a refund was due and provided evidence of delivery. Barclays reviewed the evidence and sent it to Miss A, asking her to provide any response within ten working days. As Miss A didn't respond within this time, Barclays decided it couldn't challenge the chargeback further.

Miss A complained and asked Barclays to pursue the chargeback, providing additional information. Barclays didn't change its position in relation to the chargeback, but did agree it could have communicated with Miss A more clearly and offered £50 to apologise. Unhappy Miss A referred the matter to this Service.

An Investigator here reviewed matters, but didn't think Barclays had acted unfairly. They said Barclays correctly followed the chargeback process and it was reasonable not to challenge it further, based on the evidence available. They added that while Miss A hadn't responded in time, the information she provided later wouldn't have changed the outcome in any case. They also considered £50 was fair compensation in the circumstances.

Miss A didn't agree, in summary she said as a premium account holder, she expected a higher level of support and communication from Barclays and no meaningful attempts had been made to contact her. She also said a separate delivery company had failed to deliver a package on the same day, and she had received a refund for that. Our Investigator considered this but explained it didn't change their outcome.

As no agreement could be reached, the complaint has been passed to me to decide.

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.

Firstly, it's important to say in this decision I'm only able to consider how Barclays handled the dispute Miss A raised with it. I'm not able to consider the actions of S or D, as this isn't within the jurisdiction of this Service for these types of complaints.

Chargeback allows for a refund to be made of money paid with a plastic card in certain scenarios, such as when goods haven't been received, as is the case here. I'm looking here at the actions of Barclays and whether it acted fairly and reasonably in the way it handled Miss A's request for help in getting her money back. This will take into account the circumstances of the dispute as well as other considerations, such as the card scheme rules, which Barclays must follow and its own obligations.

Chargebacks are not guaranteed to succeed, the recipient of the funds (S in this case) can choose to challenge or defend a chargeback if it doesn't think it is valid. But I would expect Barclays to attempt a chargeback, if there was a reasonable prospect of success, as it did here. If a chargeback is challenged by the other side to the dispute, I would expect Barclays to look carefully at the submissions made by the other side and make a decision on whether to continue pursuing the chargeback based on the card scheme rules. I would not expect Barclays to pursue it further if the submissions showed it no longer had a reasonable prospect of success.

In this case Barclays did attempt a chargeback, under the Visa dispute code "*Merchandise/Services not received*". This seems reasonable as Miss A said the handbag she ordered wasn't delivered, so she didn't receive it.

In this case, S defended the claim and provided evidence the item had been delivered on 4 July 2024. Namely signed proof of delivery from D, at the correct address.

Barclays then wrote to Miss A on 26 August 2024, providing a copy of the merchant's defence and explained if she remained unhappy to write to them in the next 10 days so it could look at her case again.

As Barclays didn't receive a response from Miss A it wrote to her on 19 September 2024, explaining it was unable to pursue matters further. The Visa chargeback rules say certain information must be provided within specific time limits to pursue a dispute. This includes evidence such as:

- *Merchandise was not received by the expected date/time*
- *Merchandise was not received at the agreed location*

But Barclays didn't have that here. Although Miss A said she hadn't received the handbag, S had provided evidence it said showed the parcel had been correctly delivered. So, to challenge the chargeback further, Barclays needed information from Miss A, within a set amount of time as set by the scheme rules. Having not received this, Barclays closed Miss A's dispute. While here it seems Barclays closed this after the time it set had passed, this was less than the time allowed under the rules. However, as I'll go on to explain I don't think that would have changed the outcome here, so I think it was reasonable for Barclays to close the dispute as it did.

It seems Miss A next contacted Barclays around 24 September 2024. She said she didn't

receive the letter, as she was away when it arrived. And in any case, she didn't think Barclays had been clear as to the information she needed to provide. Miss A later said she asked for Barclays to contact her via the app, which I'll address later in this decision.

Miss A provided additional information to Barclays around 6 November 2024. While this was after the claim had been closed, and after the time limits within Visa's rules would allow additional evidence to be provided, for completeness I've considered whether it would have made a difference. But I don't think it would, I'll explain why.

As I've set out above the Visa rules explain to pursue a claim, Miss A needed to evidence she didn't receive the handbag, but the evidence Miss A provided doesn't show this – it shows the estimated delivery date was 5 July 2024. S showed the parcel was delivered before the estimated delivery date and to the agreed location. The fact it arrived early isn't a reason for a claim to be successful under the rules. So even had Miss A provided this information sooner, I don't think it would have changed the outcome here.

I've also considered that Miss A has said the name and signature on the delivery confirmation are not hers. Having looked at the name on the document under "signed", one part of the name appears to differ from Miss A's, but her surname is shown correctly. However, I also don't think this would change the outcome here. As the parcel was signed for, at the correct address, I think it was reasonable for Barclays not to pursue matters, based on the strength of this information.

Taking everything into account, based on the information it had available, I think Barclays acted fairly when it chose not to pursue Miss A's chargeback claim further than it did. That's because based on the information available at the time, there wasn't a reasonable prospect of success. And although it was already too late for Barclays to pursue matters when Miss A provided additional information, I don't think it would have changed the outcome here. As such, I think Barclays handled Miss A's chargeback claim fairly.

Customer service

Miss A says she didn't receive the letter requesting further information in time, and also when she did, it wasn't clear what information she needed to provide. The fact she was away at the time isn't a reason to say Barclays acted unfairly. Miss A says Barclays should have been aware of this, but I've seen nothing to suggest it was asked to communicate with Miss A differently during this period. I also don't consider the fact Miss A was a premier account holder means the chargeback claim or Barclays communication with her should have been handled differently.

Having considered this, I'm persuaded the letter was sent to Miss A and that it was clear in saying if she didn't agree, she needed to contact Barclays.

Miss A also said she didn't receive a notification to say she could view the merchant's evidence in the app, and even when she opened this – she couldn't see it. While I appreciate it's frustrating Miss A didn't see the letter in time or in app notification, I don't think it means the chargeback would have been successful, for the reasons explained above. As such, I think the apology by Barclays and £50 compensation it's already paid fairly resolves matters.

Overall, I'm very sorry to hear of the issue Miss A has faced here – and I know this isn't the outcome she'll want to receive. But based on what I've seen I think Barclays did what was expected in the chargeback process. It raised the chargeback on Miss A's behalf, but it was defended by S, and given the information available Barclays' decision not to pursue matters further seems reasonable, for the reasons explained. While it's agreed it could have communicated better, it's awarded £50 compensation to apologise for that and for the

reasons explained above, I think that fairly resolves matters. So, I won't be asking it to do anything further here.

My final decision

For the reasons explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 2 September 2025.

Victoria Cheyne
Ombudsman