DRN-5659702

The complaint

Mr T complains that Barclays Bank UK PLC failed to properly pursue his chargeback claim

What happened

In October 2024 Mr T made an online purchase from a merchant at a cost of £1,118.24. He paid by transfer from his Barclays's account. Mr T has explained that the machine he bought didn't work as expected and he contacted the merchant. It asked for photos and gave him advice on its use, but this didn't fix the problem. He says he didn't receive any constructive help from the merchant and he was not provided with the means by which he could return it.

He the contacted Barclays and raised a dispute. The bank raised a chargeback based on the evidence provided by Mr T, but the merchant defended the charge. Barclays wrote to Mr T asking for more information, but Mr T has told us that he didn't receive the letter. Barclays subsequently closed the dispute.

When Mr T called the bank he explained he wished to make a complaint, but this was not treated as one. Barclays subsequently credited his account with £100 for not treating his call as a complaint. Mr T then brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She explained that Barclays had followed the appropriate processes and it could not be held responsible for the non-delivery of a letter.

Mr T didn't agree and said the bank could have tried other means of contacting him before it closed down his claim.

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.

Having reviewed all the evidence supplied by both parties I have concluded I cannot uphold this complaint. I will explain why.

Chargeback is a voluntary scheme run by the card scheme operator (here it's Visa) to process settlement disputes between the card issuer (such as Barclays) – on behalf of the cardholder (Mr T) – and the merchant. It is not a legal right that the cardholder has.

Visa sets the chargeback rules and time limits for transactions made using the Visa card scheme. And it is Visa that decides whether a chargeback is successful – the card issuer simply makes a request on the cardholder's behalf. If the card issuer knows it is out of time, or is unlikely to succeed, I wouldn't necessarily expect it to raise a chargeback.

Barclays took the information provided by Mr T and made the chargeback under the reason code: "Not as described or defective merchandise/Service". This was the relevant code for Mr T's situation. The merchant rejected the chargeback and supplied a copy of its refund policy, the advert and the delivery confirmation.

Barclays wrote to Mr T on 16 December 2024 seeking additional information. This was correctly addressed and I have seen no reason why Barclays can be held responsible for it not being delivered. Barclays has to operate to the timetable set by Visa and since it didn't receive a reply the dispute was closed. Barclays was not under any obligation to send a follow up letter or use any other means of communication to get a response from Mr T. As I explained above it was acting on a voluntary basis.

Turning to the failure of the bank to record Mr T's complaint properly I consider the sum of £100 given by the bank to have been fair and reasonable and I do not consider it need do more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 23 September 2025.

Ivor Graham
Ombudsman