

## **The complaint**

Mr A complains about the way in which Barclays Bank UK Plc handled two chargeback requests. He has also complained that the bank closed his account and that it placed a CIFAS marker against his name.

## **What happened**

Mr A had a loan with a different lender – not Barclays. He made card payments from Barclays of £1,900 and £9,000 to the lender. But he then took the view that the lender was not treating him fairly, and so contacted Barclays asking it to seek refunds of both payments.

Barclays did so. The requests were successful, in the sense that the payments which Mr A had been disputing were refunded. Barclays arranged for the returned funds to be credited to an account which Mr A holds with a different bank – since by this time it had arranged for Mr A's account with it to be closed.

Mr A said however that he had resolved his dispute with his lender, or at least that he no longer wished to pursue the chargeback claims. Barclays says that it was by this time unable to deal with the issue through the chargeback process, but it did agree to contact the lender on a “good faith” basis in order to assist. It says that it received no response.

Mr A complained about Barclays' actions. He says it should have stopped the chargeback process. The fact that it didn't has affected his relationship with the lender. Barclays says it was not aware until later that Mr A wanted to withdraw the chargeback claims. By the time it did know, the process had been completed, and in any event the funds had been paid into his account with a different bank.

Mr A referred the matter to this service, where one of our investigators considered what had happened. He did not recommend that the complaint be upheld. He broadly agreed with Barclays' position on the chargeback claims. He also commented briefly on the claim about a CIFAS marker, noting that it appeared to be the subject of court proceedings and that we had therefore indicated that we would not consider it. He noted too that the complaint about the account closure had not formed part of this complaint, but that, because of relevant time limits, it appeared that we had no power to consider it.

Mr A did not accept the investigator's assessment. He made further submissions and suggested that there were issues which merited further investigation with Barclays. He 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 emphasise that my decision here is concerned only with the chargeback requests. That is because the complaint which Mr A referred to this service and which was set up under the case reference used here is only concerned with that issue. I therefore make no comment on the CIFAS registration or the account closure. That means that nothing I say in this decision will affect any rights which Mr A may have to pursue those matters outside this particular case – for example, as a separate complaint, in court, or through other means.

I note that Mr A suggested certain lines of enquiry and that he feels that the investigator did not pursue them (or did not pursue them sufficiently) with Barclays. He is of course within his rights to make submissions on the evidence he thinks the investigator should obtain, but ultimately it is for this service to decide what issues need investigating and what, if any, further evidence it needs. I am however satisfied that I have sufficient evidence in this case to enable me to reach a determination which I consider is fair and reasonable.

There is no legal or regulatory requirement on card issuers to pursue a chargeback complaint, although we generally take the view that they should do so where there is a reasonable prospect of success. It follows in my view that, where a card issuer *does* pursue a claim, we should not generally intervene and say that it should not have done so. Once Mr A had asked Barclays to pursue a refund, I do not believe it can fairly be criticised for doing so.

Having concluded that Barclays was correct to start the chargeback process, I have considered therefore whether it should then have stopped it. Like the investigator, however, I am satisfied that, by the time Mr A asked that the process be stopped, it was, in effect, at an end. Funds had been returned to Mr A's account with a different bank. For these reasons, Barclays had very few options, and even those were dependent upon the lender engaging further. Since it did not do so, Barclays was right to treat any ongoing issues as a matter between Mr A and the lender.

Even if I were to reach a different conclusion about when Mr A asked Barclays to stop the process, I would not change my view about the outcome. Once he had the funds back, it seems to me that Mr A was in a position to return them to his lender and, if necessary, explain why he had made the chargeback request.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 September 2025.

Mike Ingram

**Ombudsman**