

The complaint

Ms T complains about how Barclays Bank UK PLC handled a dispute she raised to it.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

Ms T bought event tickets from a website using her Barclays debit card. However, she did not attend the event and raised a dispute with Barclays for the price of the tickets.

In summary, Ms T says she realised the tickets were not valid and would like her money refunded.

Barclays raised a dispute, which was defended by the merchant. Barclays then discontinued the chargeback.

Ms T says Barclays has acted unfairly. And instead of allowing her to send evidence supporting her case it relied on the merchant's account and rejected her claim.

Ms T's complaint about the claim was escalated to this service and not upheld. So she has asked for an ombudsman to consider it.

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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

I want to make it clear here that my role is not to make a decision regarding the business practices of the merchant. I am only looking at whether or not Barclays acted fairly in respect of the debit card dispute which Ms T brought to it. And if it didn't whether that means it is reasonable to ask it to pay Ms T a refund and/or compensation.

I know Ms T has made some detailed arguments about why she should get her money back. Including those about the legal status of any contract between her and the merchant. Ultimately, it is worth noting that because she paid using her debit card she is not afforded the protection of Section 75 of the Consumer Credit Act 1974 which makes Barclays liable for any breach of contract or misrepresentation by a supplier of goods or services. So I won't be going into any wider arguments around breach of contract here.

Here Barclays was able to utilise the chargeback scheme. Which is not a legal right and not guaranteed to recover money. However, it is often good practice to raise a chargeback where, on the face of it there seems to be a reasonable prospect of success. Here, I note that Barclays raised a chargeback.

The chargeback scheme is limited to specific dispute reasons as set out by the card scheme. In this case it is the Visa card scheme which I have taken into account.

Ms T's dispute appears to be that she didn't get what was advertised so Barclays appear to have raised the dispute under condition 13.3 'Not as Described or Defective Merchandise/Service'. This seems like a reasonably appropriate dispute condition for Barclays to have used based on the nature of Ms T's dispute.

I note here that the merchant provided a detailed defence to this with supporting screenshots and contact transcripts which said, in summary:

- Ms T complained the tickets were for the incorrect area of the venue - but these were specifically advertised for the area it supplied.
- The tickets were as described and would have allowed entry to the ground.
- Its website explicitly states its position as a secondary ticket marketplace (and that tickets might be in the original buyers name).
- It has a no cancellation/refunds policy which is set out on its website.

It appears Barclays did not take the matter further via the chargeback process – such as re-presenting the chargeback. On the face of it, based on the merchant's initial defence and the scope of the chargeback dispute reason – this does not seem to be an unreasonable decision.

However, Ms T says she had more evidence to provide to support her case. And that Barclays did not consider it properly. It appears that this is primarily an email from the venue hosting the event – which states that it did not provide written consent for the resale of the tickets and such an action is in violation of its terms and conditions. It adds that only tickets obtained through itself and official channels are considered valid for entry.

Our investigator mentioned time limits being relevant to Barclays considering further information it received from Ms T after the first presentment. However, I don't agree that was relevant here. Barclays had already raised the chargeback, and appeared to have time to consider further information sent by Ms T. Barclays said it did look at this and Ms T said it didn't – and that she had more information that would have made a difference. However, based on what I have seen I am not persuaded it would have. I think the key point Ms T was relying on (including the view of the venue on the resale of the tickets) she had already raised to the merchant in the first instance. So, based on this, if the chargeback was re-presented the merchant would likely have maintained the same arguments it had done previously.

Which leaves Barclays with the option to have pushed the matter to final arbitration. This is where the card scheme makes a decision on the claim. I have considered if taking the matter to arbitration was a reasonable course of action. I think it could be argued it should have taken matters further (noting the correspondence Ms T had obtained directly from the venue to support her case). However, I can't fairly say that the chargeback was more likely than not to succeed in any event. I will explain why.

I am not saying Ms T does not have potentially valid points – but essentially the chargeback is concerned with whether she got what was described as set out in the relatively narrow chargeback dispute condition. And here it appears the merchant was clear that Ms T was buying a second-hand ticket from an unauthorised reseller rather than an official channel. It was not – as far as I can see, concealed and the website appears to detail the nature of the product provided in a clear way. Nor is there persuasive evidence that the seating area Ms T was unhappy about being allocated was clearly misdescribed. So on the face of it, Ms T did essentially get what was described to her. I know the venue has said these tickets are invalid based on them being resold through the merchant. While the merchant says they would have permitted entry. I recognise, there are wider arguments about the secondary ticketing market and the action a venue might take against any party in respect of an alleged breach of its terms. However, it isn't clear this would have meant the card scheme would likely have upheld the claim here when its role is to determine claims based on the more narrow requirements of the dispute code here.

In summary, even if it could be argued that Barclays should have pushed the dispute further, I don't consider it has likely caused Ms T a financial loss in any event. It follows that I don't consider it fair for it to refund her in the particular circumstances here.

I remind Ms T I am only looking at things on an informal basis. She is free to reject my decision and consider more formal court action against the merchant if she wishes. However, that will be a matter for her to decide.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 25 August 2025.

Mark Lancod
Ombudsman