

The complaint

Miss C complains about the way Barclays Bank UK PLC ('Barclays') handled her chargeback claims.

What happened

Miss C says that she went to a clinic to have certain treatment. I'll refer to this clinic as M. She paid over £8,200 upfront and was told she could continue to have treatment until she was satisfied with the result. Miss C's statement shows she paid £9,200 to M in June 2022.

In November 2022 Miss C contacted Barclays to ask for advice. She said that she had received treatment from M, but it had made little difference. M said she would need to pay more for further treatment, but Miss C said this wasn't what was originally agreed. The Barclays adviser suggested Miss C try to resolve matters with M and if she was unable to do so it would raise a dispute.

On 17 May 2023 Miss C contacted Barclays again and discussed two payments to M. The following day Barclays raised two disputes in respect of payments to M – one for £9,200 and another for £1,000. M responded to both disputes at the same time in June 2023. It provided a June 2022 invoice for £9,200 and a November 2022 invoice for £8,550, £1,000 of which Miss C had paid. M said that Miss C had a consultation on 21 June 2022 and decided to undertake treatment costing £9,200. This treatment was completed in August 2022. In November 2022 Miss C attended for a review appointment and had further treatment, as well as some complimentary treatment. Miss C paid M £1,000 and didn't return to the clinic, so M says Miss C still owes £7,550.

Barclays wrote to Miss C on 13 June 2023 and provided the evidence from M. It didn't hear from her, and sent a letter on 11 July to say it couldn't recover her disputed payment (although Barclays meant payments) and had closed its case.

Miss C wrote to Barclays on 14 August 2023. She said she had only just read Barclays' letters of 17 and 18 May, 13 June (although no documents from M were provided) and 11 July 2023, and went on to explain that she didn't receive the letters as they were sent to an address she wasn't living at. Miss C said that she had told Barclays that she was in temporary accommodation and asked it not to send letters to the address Barclays held.

Miss C asked Barclays to reconsider her claim. She said that she made an upfront payment for as much treatment as she required. Whilst she received some treatment, this stopped before Miss C was satisfied with the result. Miss C went on to say any invoice provided by M was not genuine and she never received an itemised receipt. Further, there was no price list in M's salon.

Barclays issued a final response letter. It said it hadn't made any errors. In the call when the chargeback dispute was first raised (on 17 May 2023) Miss C confirmed her address to be the one Barclays sent letters to, and at no point did she say she wasn't living there. And the 17 May 2023 letter was visible on Miss C's mobile banking app. Barclays said that it was unable to re-open or re-log Miss C's dispute.

Miss C was unhappy with Barclays' response and pursued a complaint through our service. She said that she was the victim of fraud. Miss C also provided multiple reviews of M relating to poor treatment, poor service, unclear pricing and a failure to respond to complaints, as

well as information about what other clinics charged for the treatment Miss C had, and decisions published by this service.

Our investigation so far

The investigator who considered this complaint didn't recommend that it be upheld. He said that Miss C wasn't the victim of a scam, so his view would only cover the chargeback aspect of Miss C's complaint. In respect of the chargeback, the investigator said he was disappointed that Barclays didn't pick up on the incorrect address the letter requesting information was sent to, given Miss C's call about the address a temporary card should be sent to. But the investigator said this didn't have a material impact on the chargeback dispute as the merchant provided an invoice showing a breakdown of the services given and the cost of them. Given the evidence, it was unlikely a chargeback could have been successful.

Miss C didn't agree with the investigator's findings and asked for a review by an ombudsman. In summary, she said that her evidence had been disregarded, and the investigator focused solely on the invoice provided by M. Miss C said this invoice was fake, and was created long after she complained to M, and never given to her. Although she paid upfront for all future treatment M then refused to provide it, so she didn't get the service she paid for. Miss C also said that the investigator failed to consider the legal framework set out in previous decisions she supplied, or to address her allegations of fraud.

I reviewed Miss C's complaint and wished to add some additional reasoning, so I issued a provisional decision on 10 June 2025. In the "What I've provisionally decided – and why" section of my provisional decision I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Whilst I have considered everything, I may not comment on each piece of evidence provided by the parties.

In deciding what's fair and reasonable, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – in other words on what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

I'm very sorry Miss C has lost money in these circumstances. My role is to consider whether Barclays, as Miss C's bank, has done anything wrong and, if so, how to put things right.

In broad terms, the starting position in law is that Barclays is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the customer's account and the Payment Services Regulations (PSR's). It's not disputed that Miss C made and authorised the payments.

Miss C says she is the victim of a scam and should be reimbursed on that basis, but, like the investigator, I don't agree. Miss C has been clear that she received some treatment, but not as much as she said she'd paid for, and with disappointing results. So, she has received a service which she is unhappy with and has a civil dispute with M. Poor reviews of M and evidence of the prices charged by other providers for a similar service do not evidence that the directors of M acted fraudulently.

Barclays can't get involved in civil disputes involving its customers. Even if I were satisfied Miss C was the victim of a scam (and, as I have said, I am not) the Contingent Reimbursement Model Code doesn't apply to card payments so I couldn't apply its provisions. Instead, I would simply be looking at whether, if Barclays intervened when an unusual and out of character payment was made, it ought reasonably to have uncovered

that Miss C was likely falling victim to a scam. In this case, at the time the payments were made Barclays wouldn't have had any concerns about them as they were to a legitimate company.

There is some protection for card payments via the chargeback scheme, so I have gone on to consider how Barclays handled Miss C's chargebacks.

Chargeback is a process that allows debit and credit card holders to reverse a transaction when there's a problem with the goods or services they have purchased. It is organised and run through the overarching card scheme but customers wishing to use the service must go through their card issuer (Barclays in this case). The chargeback scheme is voluntary, and banks are not under any formal obligation to submit a chargeback claim. But this service's view is that it is good practice for a bank like Barclays to make a chargeback claim where the right exists, timescales are met and there is a reasonable prospect of success.

Chargebacks are not a guaranteed method of getting a refund. They are decided based on the card scheme's rules (Visa in this case). Here, Barclays raised chargebacks promptly as I would expect. M then disputed the chargebacks.

Miss C says that Barclays sent M's chargeback response and evidence to an incorrect address and so it should re-open or reconsider her claims. But it isn't possible to re-open a chargeback in this way. All I can look at is whether Barclays handled Miss C's chargebacks appropriately and, if it didn't, how Barclays should put things right.

I have listened to Miss C's call with Barclays on 17 May 2023. During this call Miss C was asked to confirm her address. She responded by saying she thought Barclays had the address it sent the chargeback request for evidence to, and went on to say she wasn't sure if it had been changed. The Barclays advisor confirmed the address was the one later used. Miss C didn't suggest that the address was incorrect or that she would like a different address to be used on a temporary basis. It is her responsibility to let Barclays know of any change of contact details. I can't hold Barclays responsible if she failed to do so. The letter of 17 May 2023 was also available to view in the app.

I appreciate that Miss C has said she asked Barclays to change her address in April 2023, but Barclays has no record of a call at this time, and I'm uncertain why Miss C would have said she thought the address Barclays had was the one it sent the letter of 17 May 2023 to if she had changed it.

Miss C had a conversation with Barclays about sending a new card to a different address on 14 June 2023. During this call Miss C explained that she didn't wish to change her address on Barclays' records but would like her card to go elsewhere. This call was some time after Barclays' request for Miss C to provide information and the day after Barclays wrote to Miss C and provided evidence from M. In the circumstances I'm not persuaded Barclays should have done anything more at this stage.

Miss C believes her chargebacks would likely have succeeded if she had been able to present her evidence in time. The only available option after M disputed the chargeback and provided evidence was pre arbitration (and then potentially arbitration, which would be decided by the scheme provider). Given the evidence provided by M, and Miss C's lack of evidence, I'm not persuaded Barclays ought reasonably to have progressed her chargeback claim, even if Miss C had responded to Barclays' request for information in time.

Miss C has no contract or written evidence about what was agreed between her and M, and says that she relied on the words of a doctor. Visa's own site makes it clear that as much evidence as possible should be provided and refers to receipts, correspondence and invoices. The reviews Miss C has provided from other customers would be of little value, as would the evidence in respect of prices charged by other providers of the same services. By contrast, M has provided itemised invoices. One invoice shows that £9,200 was charged and

the other that Miss C paid £1,000 of a larger amount. I appreciate Miss C says these are fake, and were provided after the event, but there is no evidence that this is the case.

Miss C has provided this service with copies of previous published decisions. I have considered them but have not found any decision to be relevant to this case, and, in any event, my role is to consider the individual circumstances of Miss C's complaint. Some decisions relate to scam transactions, but Miss C isn't the victim of a scam. Miss C has also provided a decision relating to timescales, but it relates to the period in which a merchant must respond to a claim. This decision discusses the fact the bank should have sent an email to the merchant rather than just a letter given the difficulties presented by national restrictions due to Covid at the time. Miss C has also referred to a 45 day time limit, which is a timeframe that can apply to merchants so isn't relevant here.

I am sorry Miss C has paid a lot of money and not got the results she had hoped for, but I don't think Barclays has acted unreasonably.

Barclays didn't respond to my provisional decision. Miss C let me know that she was very unhappy with my provisional findings. She has provided detailed responses which I have carefully considered but will only summarise her main points here:

- I made a material error in concluding that she is not the victim of a scam, and I failed to investigate whether the services she paid for had been delivered. I also didn't investigate why M didn't display price lists or itemised receipts.
- It is perverse of me to reject the multiple reviews by others she has provided. Miss C says I have accused her of lying and these reviews prove this isn't the case.
- Barclays failed to investigate her allegations of fraud.
- I have erred in law in not considering whether the transactions were unusual or suspicious.
- Barclays should have investigated the fake invoices provided by M after the event and sent its request for chargeback information by special delivery.
- I should have taken into account the previous decisions Miss C supplied and explained why they weren't relevant to her case.
- I didn't take account of the research she had completed on the treatment or costs, or question why she would pay so much for a service that didn't achieve the desired result.
- Miss C provided further reviews of M and a report which she says demonstrates M was acting fraudulently.

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 carefully considered everything Barclays and Miss C have provided, including all of Miss C's responses to my provisional decision, the outcome remains the same. I understand Miss C will be very disappointed to hear this. But I need to make it clear that my role is not to consider a complaint against M, but to determine whether Barclays, as Miss C's bank, acted reasonably. So, for example, it is not for this service to investigate why M didn't display a price list.

I would also like to reassure Miss C that I have focused on what I consider to be the most important points, so I won't refer to each piece of evidence she has provided individually.

One of Miss C's main concerns is my finding that she is not the victim of a scam. In her response to my provisional decision Miss C has provided some examples of scam cases

covered by the Lending Standards Board's Contingent Reimbursement Model Code ('CRM Code'). The code isn't relevant here because it doesn't apply to card payments such as those made by Miss C. The CRM Code is specific though that it doesn't apply to private civil disputes, "such as where a Customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the Customer is otherwise dissatisfied with the supplier." Whilst, as I have said above, the CRM Code doesn't apply here, I think this wording helps to explain my conclusion that Miss C has a civil dispute with M. She received a partial service from a legitimate supplier that she is unhappy with. This isn't something her bank is responsible for.

Miss C has provided multiple reviews of M that cover poor service and treatment. She has also provided information about the cost of similar treatment at other clinics and a report about M that refers to rushed consultations, aggressive sales tactics, and questionable practices. I have read them all, but they do not persuade me Miss C was the victim of a scam or that Barclays, as her bank, is liable to reimburse her.

In considering whether Miss C was the victim of a scam I've taken into account the purpose Miss C had in mind when she made the payments, M's purpose in taking the funds and whether these purposes were broadly aligned. If they were not, I've considered whether this was as a result of dishonest deception. Miss C paid for treatment and received treatment, albeit not to the extent she says was agreed or to the standard she expected. And I have seen no evidence of dishonest deception. M continues to provide the same services and I'm not aware of a police investigation (or of investigations by any other relevant parties). This means that I can't fairly require Barclays to reimburse Miss C's loss on the basis she is the victim of a scam.

In saying Miss C isn't the victim of a scam I am by no means saying or implying that she has lied to Barclays or this service. I am sorry Miss C got this impression.

Miss C has referred to the unusual nature of the transactions she made. I covered this in broad terms in my provisional decision. The £9,200 transaction was unusual given the normal operation of Miss C's account. But this fact alone doesn't mean that Barclays should refund her. I need to go on to consider causation – what is most likely to have happened if Barclays had intervened and asked Miss C questions about the payment. If it had done so, I'm satisfied Barclays wouldn't have had any concerns and Miss C would have proceeded. Miss C was paying a genuine company which she had researched.

I covered the situation in respect of chargeback in my provisional decision (and have reproduced the findings above). I am satisfied that Barclays didn't act unreasonably in sending a request for information to Miss C at the address it held. If this address was incorrect, it was Miss C's responsibility to notify Barclays. There was no requirement for Barclays to send a letter by special delivery as Miss C suggests, or to email or phone her in addition to sending a letter and an app notification.

In my provisional decision I explained why, even if Miss C had responded to Barclays' chargeback information request on time, I didn't consider Barclays ought reasonably to have progressed her claim. I appreciate that Miss C says that the evidence provided by M was fake, but she hasn't provided any evidence of this.

This service considers each case on its own individual merits. I read the decisions Miss C provided. Most aren't relevant to this case as they relate to scam cases, and I have explained that Miss C hasn't fallen victim to a scam. I explained in my provisional decision why other decisions don't cover the same subject matter as Miss C's complaint. In any event, as I have said, I am required to consider the individual circumstances of Miss C's complaint.

Overall, I'm sorry to hear that Miss C is unhappy with what she received from M. But I can't fairly conclude that Barclays has acted unreasonably.

My final decision

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 9 September 2025.

Jay Hadfield
Ombudsman