

The complaint

Mr E has complained about how Barclays Bank UK PLC (Barclays) handled a refund claim he made to them.

What happened

Mr E purchased wrestling belts from an online marketplace I shall call 'W' in December 2024 using his Barclays debit card. These were two separate purchases from different sellers for £169.09 and £212.19.

However, he says he never received the items ordered – only two separate letters with thank you notes. Mr E attempted to resolve this with W but as this didn't occur he contacted Barclays to raise a chargeback claim against W.

Barclays raised a chargeback claim but concluded following W's submissions that there wasn't a prospect of success if it was progressed any further. Mr E didn't agree and considered there was sufficient evidence to show he hadn't received the items purchased.

He therefore raised a complaint against Barclays for their handling of his claim. Barclays sent their final response letter on 16 March 2025 and remained of the position that the claims had been handled correctly.

As Mr E remained dissatisfied, he brought his complaint to this service to consider. Our investigator reviewed the available evidence and concluded Barclays hadn't done anything wrong.

Mr E didn't accept our investigator's findings and asked for an ombudsman to issue a final decision on the matter.

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've read and considered the evidence submitted by the parties but won't comment on it all – only the matters I consider to be central to this complaint. This isn't intended as a discourtesy but reflects my role in resolving disputes informally.

It's important to note that Barclays aren't the provider of the goods here – so in deciding what is fair and reasonable, I'm looking at their particular role as a provider of financial services. In doing so I note that because Mr E paid for this transaction using a Barclays debit card, a chargeback claim could possibly help him. So in deciding what is fair and reasonable I've focussed on this

Chargeback

Chargeback is the process by which settlement disputes are resolved between card issuers

and merchants. A consumer isn't entitled to chargeback by right. But where there are grounds to raise one and it has reasonable grounds for success, it is good practice for one to be raised by the card issuer.

However, a chargeback isn't guaranteed to succeed and is governed by the limitations of the particular card scheme rules (in this case VISA). I've considered the relevant chargeback rules in deciding whether VISA acted fairly.

The relevant chargeback code here would be 'Merchandise / Services Not Received'. I've therefore considered the evidence available with regard to this chargeback rule and whether VISA acted fairly when they declined Mr E's claim following the merchant's objections.

In this case the merchant explained why it was refusing to concede the chargeback. They provided tracking evidence to show both items were delivered and said Mr E had confirmed he received the items which meant the funds were released to the sellers.

Barclays considered the merchant's submissions and declined the claim as they felt there wasn't a prospect of success if taken further. It's important to note that Barclays don't decide who wins or loses a chargeback. However Barclays could've taken the chargeback further and potentially pushed it to arbitration by the card scheme.

Still, looking at the circumstances, it appears there wasn't a reasonable prospect of success here. I say this because the nature of the dispute and the submissions by W means there are doubts as to how the card scheme would've been able to effectively arbitrate in Mr E's favour. I've explained why I've reached this conclusion below.

Did Barclays act reasonably in declining the chargeback claim?

I've considered the relevant evidence to determine if there was a prospect of success if Barclays had progressed the chargeback claim further. The key points are the following – and I've provided my thoughts on each:

- W has provided tracking information for the deliveries – with each purchase having a separate tracking reference. These show the items were delivered and one of the postage tracking details has a photograph showing the delivery location.
- The photograph of delivery on what appears to be an inside porch area shows a large package, and then two smaller envelopes on top. Mr E has said the larger package is unrelated and it is the two envelopes that correspond to the deliveries. And since they are too small to hold full size wrestling belts, this meant that the items weren't delivered.

I've considered Mr E's comments further and note he also provided two closer photographs of both envelopes. While the courier tracking number has been mostly rubbed off on one, the other's tracking number is fully displayed and doesn't correspond to either tracking number provided by W from their courier company. This means that that envelope wouldn't have been delivered as a part of either delivery based on the tracking reference.

While I can't comment on the second envelope as the tracking number isn't visible on it, there is also the remaining issue of the larger package in picture. Mr E has said this isn't tied to the delivery here but Barclays could only rely on the information provided and that the courier tracking information for one of the deliveries does show a larger package. Mr E maintains its clear from the delivery picture that this isn't tied to W or these transactions but there is no delivery label visible for that package.

I also appreciate a second photo hasn't been provided tied to the second tracking reference but that item is also shown as delivered nonetheless.

An additional key point here is that W say Mr E marked both items as having been delivered which then prompted the purchase funds to be released to the sellers. If the two envelopes corresponded to the deliveries here, it would've been clear at the time of delivery that they couldn't have included the belts inside due to their size so it would've been reasonable to raise this then.

Ultimately the buyer would need to be satisfied they'd received their items so Mr E would've needed to confirm this on W's webpage or app to show he was happy before the funds were released. W said the following regarding this:

“When the item was delivered, the buyer marked it received and released the payment to the seller by confirming that everything was ok with the order: the status of transaction was updated to DELIVERED and then to COMPLETED”.

I know Mr E says that he contested the items after delivery and never confirmed everything was fine. While I appreciate his comments I also need to consider that W say the funds would've only been released if the buyer confirmed the items purchased had been delivered.

With all of this in mind, I can't say that Barclays did anything wrong in not progressing the claim further. As both items were shown as delivered and in addition the evidence showed Mr E also confirmed his purchases had arrived, the funds were released to the sellers. I can't say then that there was a reasonable prospect of success if the chargeback had progressed further to arbitration.

Other issues

I'm aware that there have been customer service issues in Barclays' handling of Mr E's claim – particularly with the fact he was told when submitting further evidence that it had to be by post and so an email address wasn't provided. £50 compensation was offered regarding this incorrect advice but Barclays say that additional information wasn't received in any event and so the claim was closed on 12 February 2025.

I don't think further compensation would be due as the amount offered here is fair for the error made. I also haven't seen sufficient evidence for me to consider that Barclays could've progressed the complaint with a prospect of success regardless, with the previously outlined points in mind.

Mr E has also said that he considers he was a victim of a scam as these belts weren't delivered, and he says he received envelopes with thank you notes inside instead. While I appreciate Mr E's position, I'm considering whether Barclays acted fairly with mind to the relevant chargeback rules when considering his claim for non-delivery – and I can't say they did anything wrong here in accepting the merchant's submissions as sufficient to say the goods were delivered.

Lastly, Mr E has said that while the chargeback was raised as 'Merchandise/Services not Received', it should've been considered under the relevant code for the merchandise not being as described. I do consider though that the original code remained correct as Mr E claims he didn't receive the purchased items.

In summary, while I know this'll be disappointing for Mr E, I can only consider if Barclays acted reasonably in not progressing the claim based on the evidence available. And I don't see how the card scheme could've successfully arbitrated in Mr E's favour for the reasons explained. I therefore won't be asking them to do anything more.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 7 November 2025.

Viral Patel
Ombudsman