

The complaint

Mr D is unhappy with the service he received from Barclays Bank UK PLC when he raised a dispute about a deposit about a merchant.

What happened

In June 2024, Mr D raised a dispute with Barclays as he felt that a hotel he had paid for using his Barclays account hadn't returned a deposit to him as they should have. Barclays raised a chargeback request on Mr D's behalf, but the hotel challenged the claim.

This led Barclays to request further information from Mr D to support his claim. But when Mr D didn't provide the requested information to Barclays within a few weeks of their asking for it, Barclays closed his claim.

Mr D wasn't happy about this, and although Barclays did later reimburse the claimed amount back to his account as a gesture of goodwill, he raised a complaint. Barclays responded to Mr D but didn't feel that they'd done anything wrong by following the process they had. Mr D disagreed, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Barclays had acted unfairly towards Mr D and so didn't uphold the complaint. Mr D remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

When Mr D raised his dispute about the hotel, because Mr D had paid for the hotel using his card, Barclays attempted to recover his money via a chargeback claim, which is the correct way to try to recover payments made by card.

A chargeback claim is a process by which some disputes are resolved between the card issuer, in this case Barclays, and merchants, in this case the hotel, under the relevant card scheme rules. These rules are set by the card provider – the company whose symbol is on the card. Card providers have an agreement with banks and building societies as to how their cards are used, and this agreement covers when an attempt at a chargeback can be made. The rules are quite strict, and Barclays doesn't have the power to change them.

In short, this means that the decision as to whether a chargeback claim will be successful is made by the card provider. Barclays were able to bring Mr D's claim to the card provider, but part of the chargeback process is that the hotel were able to object, which they did. In response to the objection, Barclays were able to submit more evidence to support Mr D's claim, which is why they reached out to Mr D and asked him for additional evidence in July 2024.

However, the chargeback claim rules include that Barclays only had a limited amount of time

to provide that further evidence – 30 days – and because Mr D didn't provide the additional evidence that Barclays asked for within 30 days, Barclays weren't able to submit that additional evidence within the required timeframe, and Mr D's claim was closed by the card provider as a result.

I appreciate the chargeback claim process may have been frustrating for Mr D, but I'm satisfied that the events that caused that frustration were beyond Barclays control. Barclays had to adhere to the chargeback claim rules. Consequently, I don't feel that Barclays should be considered responsible for the frustration that Mr D incurred, because they were following a strict process, mandated by the card provider, which they had to follow.

I also note that when Mr D did later provide the additional information that Barclays had requested, Barclays then reimbursed the disputed amount to Mr D themselves, at their own cost, as a gesture of goodwill. There was no requirement for Barclays to do this, and I feel that in providing that reimbursement to Mr D that Barclays went above and beyond what they would be generally expected to do in these circumstances.

All of which means that I won't be upholding this complaint or instructing Barclays to take any form of action here. This is because I'm satisfied that Barclays weren't responsible for any frustration Mr D may have incurred and because I don't feel that Barclays acted unfairly to Mr D in any way.

I realise this may not be the outcome Mr D was wanting, but I trust that he'll understand, given all that I've explained, why I've made the final decision that I have.

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 D to accept or reject my decision before 26 September 2025.

Paul Cooper
Ombudsman