

The complaint

Mr G's complaint is about how Barclays Bank UK PLC trading as Barclaycard ('Barclays') handled a refund claim he made.

What happened

Mr G made three transactions in June 2023 to a merchant I shall call 'D' using his Barclays credit card totalling £7,080.00. Mr G says he has little recollection of this as this was during a night out and he didn't agree to these transactions.

This was reported to Barclays as fraudulent and they previously provided their findings on the matter. The complaint was also considered at this service and a final decision issued regarding the fraud claim. That decision concluded our considerations on the fraud dispute.

Mr G then contacted Barclays again in early 2025 to raise a Consumer Credit Act 1974 (CCA) Section 75 (S75) claim for what'd happened.

Barclays considered Mr G's complaint but as there was no evidence on the nature of these transactions, they couldn't say there had been a breach of contract or misrepresentation under S75. They therefore sent a final response letter (FRL) on 21 May 2025 confirming this position.

As Mr G remained dissatisfied, he raised his complaint with this service. Our investigator reviewed the available evidence but reached the same findings as Barclays.

Mr G didn't accept our investigator's view and therefore 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.

It's important to note that Barclays aren't the provider of the goods or services 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 G paid for this transaction using a Barclays credit card, both chargeback and a S75 claim could possibly help him. But these protections only apply in specific circumstances, so I've focussed on whether either route reasonably applied here.

However on the matter of the chargeback, I can't say Barclays did anything wrong in not raising this in 2023, as chip and pin transactions that are stated to be unauthorised are not eligible for chargeback claims.

In addition, for a chargeback to be raised, card-issuer rules require the dispute to be made within the relevant time limit. This is normally a maximum of 120 days from the date of the transaction, or from when the goods or services were expected, As Mr G first raised this again in 2025, these transactions took place well outside the period in which a chargeback could reasonably have been raised.

With all of this in mind, this was best suited then for previous consideration under a fraud claim and as this occurred, I won't be commenting further on this here

S75

S75 provides that in certain circumstances the borrower under a credit agreement has an equal right to claim against the credit provider if there is either a breach of contract or misrepresentation by the supplier of goods and services.

To assess a valid claim, Barclays would've needed to consider all relevant evidence for the alleged breach of contract or misrepresentation. But for there to be a valid claim under S75 there are certain technical requirements and a part of that is there needs to be a valid contractual agreement in place.

As Mr G has little recollection of these transactions, and so there is no documentation or other evidence related to these, it's not possible to establish if a contract existed and if so, there was an actual breach of contract or misrepresentation. I therefore don't think Barclays did anything wrong in declining the S75 claim.

Mr G has said that as he didn't consent to the transaction, there has been a breach of contract under S75. While I appreciate his position, there needs to be evidence to show the actual contractual agreement in place to establish a possible breach – the fact that Mr G said he didn't approve the transaction wouldn't be enough.

I do empathise with Mr G's circumstances but this would've been best suited under the previous fraud investigation. As that has already concluded, I can't say Barclays need do anything more here regarding the chargeback and S75 claims for the reasons stated.

Lastly, Barclays have offered £100 compensation for the delay in handling his S75 claim when Mr G first contacted them about this. I understand this has already been credited to his account – I think this is fair to address the fact they should've acted sooner and so I 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 G to accept or reject my decision before 12 December 2025.

Viral Patel
Ombudsman