

The complaint

Miss B has complained about how Barclays Bank UK PLC trading as Barclaycard handled her claim for refunds of transactions made using her Barclaycard credit card account.

What happened

My provisional decision of 28 January 2026 set out the background to this complaint:

“Miss B wanted to build a website to sell a product she was developing. In doing so, she says she contracted with various companies over several years. I’m not able to name any of the companies involved, so I’ll refer to each one only as a numbered company.

The first invoices for work undertaken on the website are from ‘Company 1’. These invoices are dated from November 2018 until March 2019 and name a staff member who I’ll refer to as ‘X’.

‘Company 2 sent Miss B invoices for work on the website from July 2018 until January 2023. Miss B was told Mr X also worked for Company 2 but later left its employment. She was also told some of her payments made to Company 2 were actually “associated with” Company 1.

Miss B asked Barclaycard to raise chargebacks in April 2023, for payments made to different companies for work undertaken on her website, but Barclaycard didn’t do so.

In December 2023, Company 2 asked Miss B to pay £1,500 to help her get a refund of the £25,000 she’d previously paid to build her website. Miss B was suspicious of what she’d been told and didn’t pay.

In 2024, Miss B obtained information that showed the payments she thought she’d made to Company 2 were actually paid to ‘Company 3’. I’ve summarised this information in the table below.

Miss B contacted Barclaycard again and it reviewed whether she was eligible to raise chargebacks or make a claim under Section 75 (‘Section 75’) of the Consumer Credit Act 1974 (‘CCA’). Having done so, Barclaycard had no record of Miss B making payments to Company 1. Instead, it said Miss A had made the following payments:

Date	Amount	Merchant
16/07/2018	£2313.60	Company 4
17/08/2018	£1825.05	Company 5
20/08/2018	£389.79	Company 5
12/10/2018	£1988.08	Company 5
17/10/2018	£236.46	Company 5
22/11/2018	£250.00	Company 6
26/11/2018	£307.70	Company 7
03/12/2018	£2746.50	Company 5
30/01/2019	£793.58	Company 5
25/02/2019	£2696.50	Company 5
25/03/2019	£554.49	Company 5
05/02/2020	£1192.45	Company 4
10/03/2020	£788.88	Company 2
10/03/2020	£789.68	Company 2
14/04/2020	£804.48	Company 2
14/04/2020	£803.67	Company 2
11/05/2020	£813.76	Company 2
11/05/2020	£814.58	Company 2
24/06/2020	£350.00	Company 2
24/06/2020	£700.00	Company 2
24/06/2020	£750.00	Company 2
27/10/2020	£300.00	Company 2
27/10/2020	£500.00	Company 2
27/10/2020	£700.00	Company 2
13/05/2021	£591.31	Company 2
13/05/2021	£517.46	Company 2
13/05/2021	£665.31	Company 2
26/08/2021	£2256.57	Company 8
26/08/2021	£1504.39	Company 8
07/06/2022	£439.82	Company 9
13/06/2022	£824.15	Company 2
13/06/2022	£823.32	Company 2
13/06/2022	£822.50	Company 2
13/06/2022	£61.88	Company 2
10/09/2022	£439.82	Company 9
10/09/2022	£439.82	Company 9
12/09/2022	£439.82	Company 9
13/09/2022	£439.82	Company 9
13/10/2022	£942.96	Company 3
Total	£35,489.04	

Barclaycard told Miss B she was too late to raise chargebacks for the above payments. In May 2024, Barclaycard told Miss B she could only make a Section 75 claim if the cash price of her contract with the parties involved came to less than £30,000. Barclaycard said there

was insufficient evidence to show she had separate agreements with the different companies listed above. As the amount she'd paid to all of the companies listed above exceeded £30,000, she was unable to make a Section 75 claim.

Miss B had referred her complaint to our service in July 2024. Later, in September 2024, Barclaycard wrote to Miss B again. It acknowledged it should've looked into things again when she got back in touch with then in July 2024 and paid her £100 compensation.

One of our Investigators reviewed Miss B's complaint and didn't recommend Barclaycard take any further action. The investigator noted links between the companies listed above and said it wasn't clear what Miss B was paying for, or which service each company was providing. As the payments to these companies came to more than £30,000, the investigator thought it was reasonable for Barclaycard to conclude Miss B was ineligible to make a Section 75 claim. The investigator also said that, under Mastercard's rules, Miss B was too late to raise chargebacks for the payments made by the time she contacted Barclaycard.

Miss B didn't accept our investigator's opinion. Miss B pointed out she'd made her payments via VISA, and she believed she was in time to raise chargebacks. She said the same staff members worked at Companies 1 and 2, so they'd misrepresented themselves as separate companies. Miss B went on to reiterate the breaches of contract that she thinks occurred and asked for an ombudsman to review her complaint. Barclaycard also clarified Miss B had since raised a chargeback for a payment made in February 2023, that wasn't included in transactions listed above."

I then set out my provisional findings:

"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 the information submitted by all the relevant parties, I won't be commenting on it all. Instead, I'll comment on what I consider to be crucial to the outcome of this complaint. This isn't intended as a discourtesy to either party but reflects the informal nature of our service. I've also not commented on the recent chargeback Barclaycard has refunded, as it issued a separate final response for this matter.

Chargeback

Chargeback provides an avenue for a bank to raise a dispute with a merchant where something has gone wrong. However, it doesn't cover all eventualities, it isn't a legal right and isn't guaranteed to get a customer a refund. That said it's good practice for a credit provider to attempt a chargeback where the circumstances are appropriate and there is a reasonable prospect of success. Strict rules and timeframes apply to chargebacks, and these are set out by the card scheme operator.

In response to our investigator, Miss B correctly pointed out her payments were made using her VISA Barclaycard. So, I've considered whether Barclaycard should have raised chargebacks for the transactions listed above.

Under VISA's rules, it may be possible to raise a chargeback for merchandise or services not received. However, the chargeback right is limited to the portion of services or merchandise not received – so it is for Miss B to show whether the whole service, or just part of it, was not received.

At the time Miss B asked Barclaycard to raise chargebacks, there was no clear agreement or contract setting out what work each payment or invoice related to, and that work was not

done. However, even if Barclaycard had concluded there was sufficient grounds to raise a chargeback, it was too late to attempt a chargeback for any of the transactions listed above.

Under VISA's rules, a chargeback must be raised no later than 120 days from the transaction process date or, if later, no more than 120 days from the last date Miss B expected to receive the merchandise or services. Miss B is claiming the service she paid for was not provided. However, more than 120 days had passed since each invoice and transaction by the time she contacted Barclaycard in April 2023. There is no documentary evidence to suggest a timeframe was given for the performance of the services paid for.

Miss B has suggested she had 540 days from the date of each transaction to raise a chargeback, but this only applies in situations when a date for performance of the service has been given. As Miss B didn't show that each transaction related to the performance of a service that was due to be delivered by a particular date, she had only 120 days from the date of each transaction to raise a chargeback. As these deadlines had passed by the time she asked Barclaycard to raise chargebacks, I don't think it was obliged to pursue any of them further. Overall, I think it was reasonable for Barclaycard to conclude it was too late to raise a chargeback for the transactions I've summarised above.

Section 75

I've considered whether Barclaycard was reasonable to decide that Miss B is unable to make a claim. For a valid Section 75 claim, it must be shown that certain technical conditions for a claim have been met. The first condition is that there is a valid debtor-creditor-supplier (DCS) agreement in place. It must also be shown that the price attached to any single item which is the subject of the contract is not more than £30,000.

It's likely that there was a valid DCS agreement in place because I think all of the companies involved in the transactions were linked, as I'll explain below. However, I don't need to make a finding on this point because even if I were to conclude there was a valid DCS agreement in place, I don't think it was reasonable for Barclaycard to conclude that the single item which is the subject of the contract here exceeded £30,000.

Miss B has explained that each of the companies were working on her website. There aren't separate contracts for the companies involved and it appears they are all linked.

Miss B has received invoices from Company 1, but there is no evidence of any payments being made to this company. Instead, the evidence shows there is a link between Companies 1 and 2. Miss B had interactions about her website with the same staff member at both companies. Overall, I think it was reasonable for Barclaycard to conclude there was a link between Companies 1 and 2.

Miss B has been told that Company 3 used a trading name linked to Company 2. Company 2's invoice dated 13 October 2022 gives Company 3's name as its reference. So, I'm satisfied it's reasonable for Barclaycard to confirm there's a link between companies 1, 2 and 3.

In its invoice of 30 March 2019, Company 1 confirmed it received payments made under the names of Companies 4 and 5. Company 2 provided an invoice for £1,192.45 with its reference being Company 4's name.

There is also evidence that links Companies 1 and 2 to Companies 6 and 7. Company 1's invoices for November 2018 list payments that match Miss B's payments to Company 6 and Company 7 in November 2018.

Company 2 also provided an invoice dated 25 August 2021 and its reference was Company 8's name – the invoice amounts of £2,256.57 and £1,504.39 match Miss B's payments to Company 8 on 26 August 2021.

Company 2's invoice for 6 May 2022 lists its reference as Company 9's name, which matches a payment Miss B made to Company 9 on 7 June 2022. Having reviewed the invoices, there are numerous examples of these listing other Companies.

Overall, I'm satisfied there's a link between Companies 1-9. The total of the payments made to these companies exceeds £30,000.

There doesn't appear to have been any work carried out that doesn't relate to her website. There aren't, for example, any pieces of work that relate to different websites or products to be sold. So, I'm satisfied that all the work Miss B wanted related to her website design and launch. Miss B wasn't provided with different contracts for different pieces of work carried out by the individual companies listed above, so I don't think the evidence suggests she had separate dealings with each company that weren't all part of one contract.

It appears that all the work carried out by Companies 1-9 related to work on Miss D's website. Whilst Miss B might have thought she was contracting with different companies to work on different sections of her website, the work ultimately related to her website. So, I think it was reasonable for Barclaycard to conclude the work undertaken on her website was a single item for the purposes of her Section 75 claim. As I think there was a link between Companies 1-9, I think it was reasonable for Barclaycard to confirm there was one contract in place for the work on the website (the 'single item' for the purposes of Section 75). The cash price of the contract exceeded £30,000, so I think Barclaycard was right to conclude the technical conditions for a Section 75 claim have not been met. Because of this, Barclaycard wasn't obliged to consider whether there was a breach of contract by the supplier here.

I empathise with Miss B's circumstances, and I understand she feels the companies involved didn't deliver the work she paid them for. However, as Miss D isn't able to bring a valid Section 75 claim against Barclaycard, it's not appropriate for me to comment on whether any of the companies involved were in breach of a contract with her.

Although neither party has mentioned alternatives to Section 75, to ensure fairness, I have gone on to consider whether either Section 75A or Section 56 of the CCA would help Miss B in this case.

Section 75A

Whilst Section 75A allows for claims where the cash price of the goods or service exceeds £30,000. These goods or services must have been provided under a linked credit agreement – so a credit provided for a specific purpose and where the funds cannot be used for any other purpose. Miss B paid using her credit card and this wouldn't be classed as a linked credit agreement. So, I'm satisfied the criteria for a valid claim here have not been met.

Section 56

Miss B has said there was a misrepresentation on the part of Companies 1 and 2, who presented themselves as separate companies. Section 56 of the CCA sets out that where there is a valid DCS agreement in place, the debtor (Miss B) can make a claim with a value of more than £30,000 where there was a misrepresentation on the supplier's part before a credit agreement was entered into.

Even if I were to conclude the technical conditions for a Section 56 claim had been met, it's not clear that Miss B was told any information that was untrue and that induced her to enter into a contract.

The first payment made here was in July 2018 to Company 4. As I've concluded above, it's reasonable to confirm there is a link between Companies 1-9. There is little evidence, if any, of what Miss B was told before she made a payment to Company 4 in July 2018. It doesn't appear that any information that was given prior to the first payment to Company 4 has been proven to be untrue, or that the untrue information induced her to enter into a contract. Overall, I don't think Barclaycard were obliged to refund any payments Miss B made on this basis.

I don't think Barclaycard was obliged to refund any payments Miss B made under Sections 56 or 75 of the CCA. However, Barclaycard has said it should have reviewed her claim again in July 2024. I think any impact caused by this was minimal as I think Barclaycard had already reached a reasonable decision that she wasn't eligible to make a Section 75 claim. I've not seen any other errors in Barclaycard's handling of this claim that I think reasonably warrant further compensation. In the circumstances, I think Barclaycard's payment of £100 fairly recognised the inconvenience by not responding to Miss B's request to reconsider her Section 75 claim again in July 2024. I've not recommended Barclaycard make any further payment of compensation."

Miss B didn't accept my provisional decision. In summary, she said the different companies were separate legal entities with different domain names, contact details and websites. Miss B asked our service to obtain the merchant identification and category codes used for each payment, along with the details of which company the accounts belonged to. She felt that if this showed the accounts belonged to different companies, then her Section 75 claim should be considered. Miss B also said the companies she worked with told her that work was ongoing and so the expected delivery date of the services she paid for was later than the date of the invoices.

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 appreciate the time Miss B took to compile her response to my provisional decision and want to assure her I considered her response carefully. However, my provisional decision remains unchanged. In line with the informal nature of our service, I'll briefly address the issues that I think are key to the outcome of this complaint.

Miss B said the companies she worked with gave expected delivery dates that were later than the dates of the invoices she was given. However, as I said in my provisional decision, I've not seen sufficient evidence to show that each transaction related to the performance of a service that was due to be delivered by a particular date. Miss B hasn't, for example, provided evidence to show that each payment related to a service that was due to be delivered within 120 days of her chargeback claims. So, she had only 120 days from the date of each transaction to raise a chargeback. As these deadlines had passed by the time she asked Barclaycard to raise chargebacks, I don't think it was obliged to pursue any of them further. Overall, I still think it was reasonable for Barclaycard to conclude it was too late to raise a chargeback for the transactions Miss B asked for.

Miss B has reiterated she believes the companies she paid money to were separate legal entities. She has asked our service to gather evidence to support this belief. However, it was for Miss B to gather evidence to support her claim to Barclaycard. I sympathise with her

when she says she can't obtain information, such as merchant category codes, that she thinks would support her complaint. However, my role here isn't to investigate or obtain new information on Miss B's behalf to support her Section 75 claim. Instead, my role is to assess, independently and impartially, whether Barclaycard had treated her fairly and reasonably at the time of its final response to her complaint in 2024.

Having considered the evidence Miss B provided, Barclaycard decided there was a link between the companies Miss B paid. This decision was based on the evidence available at the time, which included Miss B's transactions to different accounts using different company names. However, even with the evidence that the accounts were in different names, I think it was reasonable for Barclaycard, at the time of its final response to Miss B's complaint, to conclude there was a link between all the companies for the reasons set out in my provisional decision.

As I remain of the view there was a link between Companies 1-9, I still think it was reasonable for Barclaycard to confirm there was one contract in place for the work on the website (the 'single item' for the purposes of Section 75). As the cash price of the contract exceeded £30,000, I think Barclaycard was right to conclude the technical conditions for a Section 75 claim have not been met. Because of this, Barclaycard wasn't obliged to consider whether there was a breach of contract by the supplier here.

So, whilst I sympathise with Miss B feels she hasn't received the services she paid for, I've not recommended Barclaycard to anything further in relation to her complaint.

My final decision

My final decision is that I do not require Barclaycard to take further action in relation to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 12 March 2026.

Victoria Blackwood
Ombudsman