

The complaint

Mr J is unhappy with how Barclays Bank UK PLC (Barclays) handled a refund claim he made to them.

What happened

Mr J purchased a sofa via an online marketplace I shall call 'F' in August 2024 to the sum of £254.99 on his Barclays debit card. However he discovered in May 2025 that the sofa was faulty.

As the matter wasn't addressed satisfactorily by F, he contacted Barclays to raise a chargeback claim against F. Barclays considered the claim but said that as it had been raised outside the 120 day time limit required by the card issuer rules, they wouldn't be able to progress it further.

Mr J didn't agree and said that the time limits should start from the date he became aware of the issue rather than the purchase or delivery date of the item. He therefore raised a complaint with Barclays who then issued their final response letter on 16 May 2025 confirming their position.

As Mr J remained dissatisfied, he brought his complaint to our service for consideration. Our investigator reviewed the available evidence and agreed that the chargeback claim had been brought outside the relevant time limits under the chargeback rules.

As Mr J didn't agree he 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 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 J 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 a potential way Barclays could've attained a refund for Mr J.

However chargeback is determined by the relevant rules of the card scheme (in this case VISA). So although it is good practice for a bank to raise a chargeback, there are circumstances where it isn't reasonable to raise one, such as where there is an unlikely prospect of it succeeding.

Here the chargeback does look to be out of time under VISA's rules. The purchase was made on 7 August 2024 and the most appropriate reason code here would be '*Not as Described or Defective Merchandise/Services*'. I've reviewed the chargeback rules for this reason code and they clearly say the dispute would need to be raised 120 calendar days from either the transaction processing date or the date the cardholder received the merchandise.

While I've not seen evidence of the actual delivery date – and our investigator did ask Mr J for this as well, Barclays have said that Mr J didn't initially dispute that the purchase and delivery dates were outside the 120 day time limit.

He however considered that the most appropriate date to be used here would be the date that the issue with the goods became apparent. While I appreciate Mr J's position. Barclays would need to follow the rules set out by VISA, as stated above, when determining if they can consider a chargeback claim. In this case the purchase date was outside the 120 day window and no evidence had been provided to Barclays that the delivery date was such that the claim met the required time frames. Therefore they were entitled to conclude the claim was out of time.

Mr J has also said that the claim is within 540 days and so can be considered. However the 540 days referenced in the VISA rules is the maximum period from the transaction processing date for which a claim could be considered – so for example if an item still hadn't been delivered within that period. That wouldn't apply here as Barclays has said Mr J agreed the delivery date was outside the 120 day limit and in addition further evidence wasn't provided to Barclays to show the delivery date means the chargeback was in time.

Therefore I can't conclude Barclays did anything wrong here in not progressing the chargeback claim further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 23 October 2025.

Viral Patel
Ombudsman