

The complaint

Miss R has complained about the way Barclays Bank UK PLC dealt with a claim for money back in relation to a purchase she'd made using her debit card.

What happened

Both parties are familiar with the circumstances of the complaint which I'll briefly summarise here. Miss R said she used her Barclays debit card in February 2024 to pay a merchant I'll call S for a course of laser hair removal. Miss R paid S £1,800, and she said she hadn't completed the course, when she found out that S had ceased trading and entered liquidation.

Miss R raised a chargeback, and Barclays looked at the claim in September 2024 but asked Miss R for further information. Miss R said she didn't get this request for further information. She raised the claim again in November 2024 and Barclays declined to take it further.

Unhappy with this response Miss R made a complaint. Barclays said that it couldn't proceed with the claim because it had asked Miss R for additional information. And when it didn't get a response, it closed the claim. It said that once the claim was closed it couldn't re-open it.

Miss R referred her complaint to our service. Our investigator looked into things but ultimately didn't uphold the complaint. She said that Miss R hadn't responded to a request for further information, and when she later provided more information, she was too late.

Miss R didn't agree. In summary she said:

- Barclays didn't make her aware that it had raised the chargeback at all, or the time limits for further information.
- She didn't get a phone call or email about it.
- She doesn't use online banking, so she didn't acknowledge a notification regarding the request for further information. If a notification had been sent by email or post, she would have replied sooner.
- She had phoned several times and raised three complaints, but Barclays had said the chargeback hadn't been raised due to the lack of information and then it was too late. This was different from the explanation that it had now provided.
- Barclays could have restarted the process as she was still within the time limit. She was unwilling to close the case until she was able to recover the money that she lost from services not received.

The complaint has been passed to me to make a 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules including Consumer Duty, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time.

I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters with minimum formality. But I want to assure Miss R and Barclays that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I also want to say I'm very sorry to hear that Miss R didn't get the services that she paid for. I appreciate it cost a significant sum, and she's been unable to recover that to date.

I need to consider whether Barclays – as a provider of financial services – has acted fairly and reasonably in the way it handled Miss R's request for a refund. I have to make the distinction between the financial services provider (Barclays) and the merchant (S) here as we can't look directly at what happened with S. I've gone on to think about the specific card protections that are available. In situations like this, Barclays can consider raising a chargeback.

Chargeback allows for a refund of the money paid with a debit card in certain situations, such as when goods or services have been paid for and not received. Chargeback isn't a legal right or a statutory protection which means there isn't an automatic right to get a refund from the card provider. I would expect a card provider to attempt a chargeback if there was a reasonable prospect of success. This is determined by the claim being in line with the rules of the card scheme to which the card belongs.

While it's good practice for a card issuer to attempt to chargeback where certain conditions are met and there's some prospect of success; there are grounds or dispute conditions set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. And something going wrong with a merchant won't always lead to a successful claim.

I've looked at the relevant rules from the card scheme. I think the most relevant chargeback reason here would be "Goods or Services Not Provided". I don't think that it is in dispute that Miss R initially raised the claim within the required timescale for the VISA card scheme.

I've looked at the evidence of the claim. Barclays did raise the claim in time and attempted a chargeback. However, I can also see that S's bank defended the claim on the grounds that there wasn't sufficient evidence about the contract, what had been paid for, and when the services should have been provided. S's bank also stated that the full amount might not be applicable, as the cardholder had received some of the service. Once the claim had been defended, Barclays then had 30 days to gather further information and decide if it could take the dispute to the next stage.

I can see that Barclays sent a letter requesting further information on 20 October 2024. I don't think in the circumstances Barclays was acting unreasonably in asking for further

information in light of S's bank's defence. Miss R said she didn't receive the letter, and she didn't acknowledge getting a notification through the app that an important document was available.

I appreciate that Miss R later provided further information. But once the 30 days had elapsed Barclays did not have a further opportunity to progress to the next stage of the chargeback process. It only had one opportunity to raise a chargeback, so it wasn't able to raise it again at a later stage once more information had been provided. Overall, I think it was fair for Barclays to decline Miss R's chargeback claim on the grounds that it needed more information.

I've thought further on Barclays's handling of the claim. It accepted the claim through online servicing and as it fulfilled the basic requirements of the claim it progressed the claim through the card scheme. I'm conscious that Barclays likely gets many disputes of this nature. So, I don't think it needed to provide detailed information to Miss R about the process, rules or the timescales involved before she submitted her claim. I can see that when it reviewed the response from S's bank it acted promptly to request further information. I've seen evidence that a letter was sent with a clear deadline, and although I appreciate Miss R said she did not receive it in time I can't hold Barclays responsible for that. Barclays also sent a notification that a document was available to be reviewed through the app. I also appreciate that Miss R said she doesn't regularly use online banking, but it was fair for Barclays to send communication by more than one method to ensure that Miss R received it.

Miss R said she also made more than one complaint about the claim, but I think Barclays has been sufficiently clear about the process it followed and why the claim didn't proceed. And even if I agreed that it could have provided more detail, that wouldn't have changed whether the chargeback could continue. There was no statutory liability for it to assume responsibility for the claim or to give a refund. So, I don't find I have the grounds to direct Barclays to do anything to resolve this complaint.

Miss R might be able to pursue her claim through the courts or the administrator for the supplier, after obtaining legal advice, as necessary.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 13 February 2026.

Caroline Kirby
Ombudsman