

## **The complaint**

Mrs N complains that Barclays Bank UK PLC refused to pursue her chargeback request.

## **What happened**

Mrs N purchased a piece of furniture from a merchant at a cost of £269.21. She paid this in instalments using an intermediary I will call C. She made four payments in August and September 2024. Mrs N had concerns about the quality of the furniture and she contacted the merchant in April 2025. It directed her to C, but C said it could not help as more than 120 days had passed since she had made the payments.

On 9 July 2025 Mrs N contacted Barclays to ask it to help. She said the merchant had ceased to trade and she believed the transactions had been fraudulent. She also explained her personal circumstances which made her vulnerable. Barclays replied on 22 July explaining that the deadline to make a claim had passed.

Mrs N brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She said that the time limits set by Visa for chargebacks meant that Mrs N's request was made too late. Mrs N didn't agree and said the merchant had been closed due to illegal activities.

## **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 have every sympathy with Mrs N, but I do not consider I can uphold her complaint. I will explain why.

The route by which Mrs N could have obtained a refund is by the bank making a chargeback. Chargeback is a voluntary scheme run by the card scheme operator (here it's Visa) to process settlement disputes between the card issuer (such as Barclays) – on behalf of the cardholder (Mrs N) – and the merchant. It is not a legal right that the cardholder has.

Visa sets the chargeback rules and time limits for transactions made using the Visa card scheme. And it is Visa that decides whether a chargeback is successful – the card issuer simply makes a request on the cardholder's behalf. If the card issuer knows it is out of time, or is unlikely to succeed, I wouldn't necessarily expect it to raise a chargeback.

Under Visa's rules applicable to this case, a chargeback must be requested within (i) 120 days of the transaction processing date or (ii) within 120 days of the last date the cardholder expected to receive the goods or services (but not exceeding 540 days from the transaction processing date). The 540-day limit applies to such things as holidays which are booked in advance not taken until much later. It does not apply to Mrs N's transactions.

Mrs N made her last payment in September 2024 and did not contact Barclays until July 2025 so it was too late to allow Barclays to pursue a chargeback. Barclays had no discretion

on the matter since the rules are set by Visa and not Barclays.

I appreciate Mrs N has concerns about both the merchant and C, but Barclays cannot be held responsible for any actions of either of those two parties. Also this complaint is about the actions of Barclays and so I can only consider what it has done or what it did not do. And I cannot say it did anything materially wrong.

Mrs N has suggested the bank didn't take into account her vulnerabilities. I cannot see that she asked for any particular adjustments. In its final response letter Barclays drew her attention to various support services and I believe it offered to update its systems to reflect her circumstances but it says that she refused this offer.

### **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 Mrs N to accept or reject my decision before 20 November 2025.

Ivor Graham  
**Ombudsman**