

The complaint

Mr P complains that Barclays Bank UK PLC failed to pursue a chargeback on his behalf.

What happened

On 26 November 2024 Mr P bought goods from a retailer at a cost of £3,798 using his Barclays account. The invoice shows that the goods were a special order and were to be delivered later. The wording on the invoice is as follows: *"All lead times are approx & subject to change – special order items"*.

Mr P has told Barclays and this service that the goods were not delivered. He said the retailer did respond on 17 April 2025 saying family bereavements had caused delays. He received no further communication and on 1 May 2025 he contacted Barclays to raise a chargeback. It declined to do so believing the request had been made too late.

Barclays rejected Mr P's complaint and so he brought the matter to this service where it was considered by one of our investigators who recommended it be upheld. She noted that the rules set by Visa allowed for chargebacks to be made later than the basic 120 day time limit. She believed that Barclays should have raised a chargeback and so it should now refund Mr P the money he had spent.

Barclays didn't agree and initially disputed our investigator's understanding of Visa's rules. It then said because there was no clear delivery date a chargeback was not appropriate. Finally, it argued that there wasn't enough evidence to support Mr P's claim and it would have failed.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

I want to acknowledge that 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 also want to assure Mr P that I've reviewed everything on file. 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 consider this complaint should be upheld. I will explain why.

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 (Mr P) – 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.

I believe the request was made in sufficient time for a chargeback to have been raised. The invoice and the bank's transaction records confirm the date of the purchase. It is clear that Mr P paid the money to the retailer in November 2024. The goods were due to be delivered and I understand the normal process is for the retailer to pass the order to the manufacturer and make payment allowing the goods to be delivered.

Visa's rules state

"Dispute condition 13.1 : Merchandise/ Services not received = Dispute Time Limit

A dispute must be processed no later than either:

- 120 calendar days from the Transaction Processing Date

- 120 calendar days from the last date that the Cardholder expected to receive the merchandise or services (4& 5)

4. This does not apply to the purchase of a third-party gift card without an expiration date if the merchandise or services were not provided by the third party due to insolvency or bankruptcy.

5. Not to exceed 540 calendar days from the Transaction Processing Date."

So, the date is either 120 days from the transaction or from the last date the goods are expected. Mr P contacted Barclays more than 120 days after the transaction date so that subsection does not have effect.

There is no specified date for delivery on the invoice and Mr P was not given any information as to when he might expect delivery. The goods were a special order and expensive for their type. It would be understandable for him to allow a reasonable period for delivery. So that would mean the deadline would extend beyond 120 days from the date of purchase. Given there is no specified date it is reasonable to conclude that Barclays should have raised a chargeback. As long as 540 days had not passed I do not believe it was reasonable for Barclays not have raised a chargeback. If the merchant defended the chargeback on the basis it was made too late that could have been resolved at that point.

It would be perverse to conclude that because a merchant chose not to specify a date the consumer would lose out because an expected delivery date could not be clearly identified. Mr P gave the retailer time to arrange for the delivery and given the goods did not arrive after a couple of months he is entitled to seek redress. I believe it is reasonable to conclude that Mr P expected delivery by the date he first contacted Barclays.

Barclays has also argued that there isn't sufficient evidence to support Mr P's claim. The first point I would make is that the retailer was not given an opportunity to defend the claim and so we cannot say that it had any defence. Also if Barclays had doubts about the evidence it could have specified what was required and Mr P may well have been able to provide it.

It is clear that Mr P paid the money over to the retailer and I am satisfied that he made efforts to ask for the goods to be delivered. He made contact several times and spoke with the owner, but to no avail.

If the merchant had submitted a defence then this would have allowed Mr P to address that defence, but he did not have the opportunity. While it is possible that the chargeback may have failed, I think there was a reasonable chance of success.

So I think Barclays was wrong not to raise a chargeback and I think Mr P has suffered detriment as a result.

Putting things right

Barclays should pay Mr P £3,798.

My final decision

My final decision is that I uphold this complaint and I direct Barclays Bank UK PLC to pay redress to Mr P as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 November 2025.

Ivor Graham
Ombudsman