

## **The complaint**

Mr M complains that Barclays Bank UK PLC didn't handle his chargeback request properly.

## **What happened**

Mr M made a significant number of transactions on an app which gained online access to models. According to Barclays these totalled £1,342.17. He believed he was not being provided the service for which he had paid and so he contacted Barclays. It said he gave a number of different reasons why he considered he was due a refund. Barclays told him that due to the nature of the merchant his dispute could not be categorised and so it could not recover his money.

Mr M brought a complaint to this service where it was considered by one of our investigators. Barclays then offered Mr M compensation of £100 since it had incorrectly told him that a claim against the merchant could not be made. However, it did not consider a chargeback would have been successful for any of the transactions.

Our investigator didn't think there was a basis for making a chargeback and said he considered the offer by Barclays to be fair. Initially Mr M accepted this but later changed his mind. He said he was vulnerable and had been robbed. He believed Barclays was aware of this.

## **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 Mr M, but I do not consider I can uphold his complaint. I will explain why.

Mr M made the payments from his current account and the route available to him to recover his money was by Barclays raising a chargeback. This 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 M) – and the merchant (here it's the business running the app). 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.

Mr M made payments to the app and in return he received tokens or coins which he could use to access the models online. He was provided with the tokens/coins and so the app provided the service which it offered. Mr M may have been disappointed with the models and what they offered, but each contract paid for using his Barclays account, was with the app and not the models. So, Barclays could only consider if the app had failed to deliver the service which it had agreed to provide. I believe it did provide what it offered, the

tokens/coins, and so there was no basis for raising chargebacks. In any event I believe the merchant would have challenged any chargeback made by Barclays and any claims made by it would have proved to be unsuccessful.

Barclays was wrong in its initial response to Mr M and I consider the £100 it has offered to be fair and reasonable.

Recently Mr M has mentioned his vulnerability without clarifying what he means by this, but this is not something which he raised with Barclays and so it is not something I can consider.

### **Putting things right**

Barclays should pay Mr M £100.

### **My final decision**

My final decision is that I uphold this complaint and I direct Barclays Bank UK PLC to pay Mr M £100.

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

Ivor Graham  
**Ombudsman**