

The complaint

Mr M complains that Barclays Bank UK PLC trading as Barclaycard failed to compensate him for undelivered goods.

What happened

On 19 March 2025 Mr M ordered five items online at a cost of £513.50 funded by his Barclaycard. Mr M did not receive the goods and contacted the merchant. It asked him to complete a non-receipt document so it could take the matter up with the courier. Mr M refused to complete the documentation and he contacted Barclays.

It raised a chargeback, but the merchant defended it and provided details of the delivery being made by the courier. Barclays tried a second time but with no success and it notified Mr M of the outcome. The sum was re-debited to Mr M's account.

The bank also considered a claim under section 75 Consumer Credit Act 1974 (s.75) and concluded there was no evidence of a breach of contract or misrepresentation. Mr M's complaint was rejected by the bank and so he brought the matter to this service. It was considered by one of our investigators who didn't recommend it be upheld.

She believed Barclays had tried to recover Mr M's money and had taken all reasonable steps to pursue the chargeback. She also believed that given each individual item was less than £100 a s.75 claim was not appropriate.

Mr M didn't agree and said the goods were not delivered and the photo provided by the merchant was not of his property. He said the order had been cancelled on the same day by the merchant. Mr M explained he had refused to sign the form due to the fact it exonerated the merchant from responsibility. He also said each of the goods exceeded £100 in cost. Recently he said his credit limit had been reduced and this had been done as retaliatory action because of his complaint.

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 had two routes to get his money back, raising a chargeback or making a claim under s.75.

Chargeback is a voluntary scheme run by the card scheme operator to process settlement disputes between the card issuer (such as Barclays) – on behalf of the cardholder (Mr M) – and the merchant. It is not a legal right that the cardholder has.

The scheme operator sets the chargeback rules and time limits for transactions made using the card scheme. And it is the scheme operator 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.

Barclays took the information Mr M provided and raised a chargeback. This was defended by the merchant. The bank made a second presentment and this was also defended by the merchant. The next step, which is rarely taken by banks, is to make an appeal to the scheme operator. To do so there would have to be clear and compelling evidence. While I appreciate why Mr M didn’t complete the non-receipt document this does not help his case when making a chargeback and so I cannot say that it was unreasonable of Barclays to have taken the decision not to pursue the matter to an appeal.

The alternative would be for Mr M to claim under s.75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier’s part. For s. 75 to apply, the law effectively says that there has to be a

- : • Debtor-creditor-supplier chain to an agreement and
- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn’t to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Barclays bank has come to a fair outcome based on the evidence provided. I am satisfied the required agreement is in place and I consider the cost of each item exceeded £100 so I must consider if there has been a breach of contract or misrepresentation.

The merchant fulfilled the order by dispatching the goods to the courier which according to evidence I have seen delivered them to the address it was given. Mr M chose not to co-operate with the merchant so it could investigate the matter so we do not have any further evidence. I appreciate Mr M says the goods were left adjacent to his property. However, I cannot see that the merchant has not met the terms and conditions of the agreement and so I cannot safely conclude that Barclays was wrong to say there was no breach of contract.

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 Mr M to accept or reject my decision before 20 February 2026.

Ivor Graham
Ombudsman