

The complaint

Miss A complains that Barclays Bank Plc UK didn't do enough to help her when she told it about a dispute she had with a merchant over goods paid for using her Barclays debit card.

What happened

On 3 December 2024 Miss A purchased a mobile phone online from a merchant I'll call "X". The total cost of the phone was £1,056.95 and Miss A paid for it using her Barclays debit card. The phone was delivered on 6 December 2024 by a third-party courier service.

Miss A said the packaging was damaged at the bottom and when she opened it, the phone enclosed wasn't what she had ordered. She had ordered a brand-new phone of a particular model and has said she received a used version of a previous model.

Miss A contacted the merchant who said the correct model was delivered and it wasn't prepared to provide Miss A with a refund. So, shortly after this Miss A contacted Barclays to raise a dispute.

Barclays has said the details Miss A provided led it to raise a chargeback for goods and services not provided. The merchant defended this, providing evidence that the goods had been delivered. This was shared with Miss A who provided photos arguing that this showed the goods weren't as described. This was shared with the merchant who continued to defend the chargeback. Barclays didn't dispute the payment further and informed Miss A that her chargeback was unsuccessful. Miss A complained and Barclays maintained its position, so she referred a complaint to our service.

One of our investigators considered the complaint and upheld it. They concluded that Barclays raised the chargeback under an incorrect outcome code. As such they didn't think that Barclays handled the claim fairly. Barclays didn't agree and asked for an ombudsman to consider the complaint. So, the complaint has been passed to me to consider.

I issued a provisional decision explaining that I wasn't minded to uphold this complaint. In my provisional decision I said:

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided, or where goods or services aren't as described.

There's no automatic right to a chargeback; the chargeback process doesn't give consumers legal rights; and chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by the merchant. This is because the rules, set out by the card scheme lay down strict conditions which must be satisfied for a chargeback claim to succeed. If a financial business thinks that a claim won't be successful, it doesn't have to raise a chargeback. But where there's a reasonable chance of success, I'd expect a financial business to raise a chargeback.

In this case there appears to be some disagreement about the information Miss A gave when

she raised the dispute with Barclays. Barclays initially said that the dispute was raised during a telephone conversation where Miss A said the goods haven't been provided. However, Barclays has since said the chargeback was raised via an online chat and has provided a record of this. Having reviewed this, it's clear Miss A said the wrong item was delivered not that she didn't receive any delivery. As explained above, Barclays raised the chargeback under goods and services not provided. So, I think Barclays made an error here.

However, I still need to consider whether the chargeback would have had a reasonable prospect of success if Barclays had used the correct reason code (goods and services not as described). As explained above Miss A has said the box was damaged and inside was a used phone which was a less recent model (and so a less valuable phone). Miss A has provided photos of a phone in the box and a photo of what she says was the box having been tampered with.

The merchant, as part of its defence, has said that the correct phone was delivered. It's provided a photo of the box being delivered. This shows the side of the box with the address on it was intact when it was delivered. Miss A's photo of the box having been tampered with appears to show the same side of the box with it having been opened. I can't know for sure what has happened here, but I think the merchant's evidence is persuasive to show the box was delivered intact, supporting the argument that the box wasn't tampered with and therefore included the correct item. So having considered the evidence I've been provided with, I don't think the chargeback had a reasonable prospect for success. Had the correct reason code been raised, I think the merchant would have defended it and I'm not persuaded by the evidence Miss A has provided, so I think the claim was unlikely to be successful. So, it follows that I don't intend to uphold this complaint.

In response, Barclays accepted my provisional decision. Miss A didn't accept my provisional decision and made a number of points in response.

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.

However, having done so, I'm not upholding this complaint. I appreciate that this will be disappointing for Miss A.

I've read everything that the parties have said, but I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. And our rules allow me to do this. This reflects the nature of our service as a free and informal alternative to the courts.

As set out in my provisional decision, I agree Barclays made an error and submitted the chargeback under the wrong reason code. It submitted it under goods and services not provided, however as set out in my provisional decision, I think it's clear that Miss A initially told Barclays the phone provided was not as described. And I think that was the most applicable reason code. Miss A has also argued that Barclays failed to ask for all the relevant information she held. This may have been the case given Barclays was looking at this from a view of the goods not having been provided rather than the goods not being as described.

However, just because I think Barclays made mistakes in the handling of the claim, it doesn't automatically follow that I uphold the complaint. I still need to consider what would have happened if Barclays had asked for all the relevant information and submitted the chargeback under the correct reason code.

I have reviewed all the information Miss A has provided (and would have provided to Barclays if it had gathered all the relevant information to support a goods not as described chargeback). Having done so, I think it's likely that the merchant would have defended the chargeback, and I think it's unlikely that Miss A's claim would have been successful.

I say this because the photograph of the delivery from the merchant, appears to show the top of the parcel intact when it was delivered. This image shows marker pen writing on the label of the box. The image Miss A has provided of the tampered box shows that it has been opened down the middle disturbing the writing, but it appears to be the same writing. This suggests to me that both photos feature the same side of the box and that the box was delivered intact.

Miss A has said that it was the bottom of the box which had been tampered with, and the merchant's photo only showed the top. She has also argued that the test I need to apply when considering the complaint is the balance of probabilities. This is correct, I only need to be satisfied about what was more likely than not to have happened. However, whilst it's possible another side of the box was damaged as Miss A says, the evidence I have persuades me it was more likely than not that the box was delivered intact. So, on balance, I don't think this chargeback claim had a reasonable prospect for success.

Miss A has quoted various legislation to support her case. However, as explained in my provisional decision, the chargeback process is governed by a series of rules. It is a voluntary process which doesn't give legal rights. It is also not a guaranteed way of getting your money back. So should Miss A want to explore her legal rights against the merchant she is free to do so. However, the points she's raised in response to my provisional decision do not persuade me to change the outcome of her complaint about Barclays' handling of her chargeback claim.

My final decision

For the reasons explained above and in my provisional decision, I don't uphold this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 5 January 2026.

Claire Lisle
Ombudsman