

The complaint

Miss K complains that Barclays Bank UK PLC won't refund her for paying for a service which she didn't receive.

What happened

The details of this complaint are well known to both parties, so I won't repeat them in full here. Instead, I'll focus on the key facts and explain the reasons for my decision.

Miss K made three transactions across May and June 2023. Barclays refunded one of these payments to merchant 'A' in 2025, and that part of the complaint is now resolved. I haven't considered it further as it no longer forms part of the dispute.

The remaining two payments, made to merchant 'C', are still outstanding. Miss K says she used her Barclaycard to pay for a service but didn't receive the goods. She says that in late August 2023 she raised a dispute with Barclays over the phone, was advised to visit a branch, and has heard nothing since.

Our investigator reviewed the complaint but didn't ask Barclays to take any action. He said there wasn't enough evidence to show Miss K had raised a dispute with Barclays, and he wasn't persuaded by the authenticity of the evidence she provided.

Miss K didn't agree, so the case has been passed to me to decide.

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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

- Miss K has provided evidence to show that she raised a dispute with Barclays. This includes a completed claim form dated 23 August 2023, which lists the transactions made with merchant 'C'.
- The email from Barclays acknowledging the claim form doesn't contain any details about what the claim relates to, and it displays a date of "Sun 05/08/23".
- The "8" in the date appears to have been edited, and 5 August 2023 fell on a Saturday, not a Sunday. Because of this, I consider the email to lack authenticity, and, on balance, I don't find it reliable.
- For these reasons, I don't have plausible evidence showing that Miss K raised a dispute with Barclays. Therefore, I don't think it's reasonable to hold Barclays liable for not refunding the two transactions.
- I recognise that Miss K says she can still raise a dispute now because the transactions occurred less than five years ago. However, even if she did raise a dispute at this stage, I think it's unlikely to succeed because the chargeback rules generally require claims to be raised within 120 days. That time has long passed, as the transactions took place in May and June 2023.
- I haven't considered whether a Section 75 claim might succeed, as I don't have

enough information to assess the debtor–creditor–supplier relationship, particularly as a third-party platform was involved.

- In conclusion, I'm not satisfied that the evidence provided shows Miss K raised a dispute with Barclays in August 2023, as she says she did. Therefore, I don't require Barclays to take any further action.

My final decision

For the reasons explained above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 2 March 2026.

Hayley West
Ombudsman