

The complaint

Mrs H, who is represented by her sister Ms M, complains that Barclays Bank UK PLC failed to properly pursue a chargeback request.

What happened

In 2019 Mrs H was trying to book flights following a family bereavement. She went on to a site aimed at students, but realised this did not apply to her. She believed she had moved to another site and made a booking, but then realised it was with the merchant which supplied flights for students. She paid using her Barclays debit card.

Mrs H sent an email to the merchant within hours asking that her purchase be cancelled. The merchant responded and asked that she call to complete the process, but it claims that she didn't reply and so it charged her the full amount of £874.34.

She contacted Barclays as she considered she had been defrauded. On 13 May 2019 it asked for further information and it issued a duplicate of this letter on 3 June 2019. Barclays raised a chargeback and the merchant defended it. Barclays shared the merchant's defence with Mrs H on 16 July and asked her if she wished to continue the dispute. It says no reply was received.

When Mrs H complained in 2019 the bank says it called her on 25 September 2019 to say it could not retrieve her money. Its records show that it advised her she may wish to pursue the matter with ATOL or ABTA and the complaint was closed.

The matter appears to have lain dormant and in early 2025, supported by Ms M, she made a complaint and the bank explained what it believed to have happened and paid her £50 compensation for incorrect information given when she visited a branch.

A complaint was brought to this service where it was considered by one of our investigators who didn't recommend it be upheld. Ms M explained that Mrs H has limited mental capacity and that she had been defrauded by the merchant and Barclays had not assisted her.

Our investigator explained that chargeback is a voluntary scheme and there is no guarantee that one would be successful. He noted the bank had made a chargeback on Mrs H's behalf but this had been defended and it had asked Mrs H if she wished to pursue the claim. He believed it was not unreasonable for the bank to have taken no further action in the absence of a reply from Mrs H.

Ms M disagreed and said the defence was not legitimate. She said Mrs H was vulnerable and should not have been sold a ticket since she wasn't a student. Barclays should have pursued the matter further. She said the bank had not sent Mrs H a letter it had received from the merchant. She believed neither this service nor Barclays had taken into account Mrs H's limited mental capacity. She also referenced Consumer Duty 2025 and said that this required banks to ensure good outcomes for all customers.

Subsequently she said that the bank's internal log does not record dates for the issue of

letters.

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 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 Mrs H and Ms M 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 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.

Having considered all the evidence I do not consider I can uphold this complaint. I will explain why.

Throughout the claim and the complaint there has been reference to fraud by the merchant. I do not consider there is evidence to support this claim. Mrs H ordered an airline ticket online albeit inadvertently thinking she had moved on to a different website. She paid for this and the merchant provided it. It did as she requested and that is not fraud. However, it did offer the opportunity to cancel the ticket and get a refund, but this was not processed.

That said, Mrs H was entitled to ask her bank to pursue the dispute on her behalf. The route to achieving this is by a chargeback.

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants. It allows customers to ask for a transaction to be refunded in a number of situations, such as where the goods or services are defective.

There's no obligation for a card issuer to raise a chargeback when a consumer asks for one. And chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by merchants. It's important to note that chargebacks are decided based on the card scheme's rules – in this case Visa's – and not the relative merits of the cardholder/merchant dispute. So, it's not for Barclays – or me – to make a finding about the merits of Mrs H's dispute with the merchant. I would add that as this is a voluntary scheme it falls outside consumer law.

Barclays's role is to raise the appropriate chargeback, if it considers one has merit, and consider whether any filed defence by the merchant complies with the relevant chargeback rules. And from what I've seen, that's what it did here.

It took the information provided by Mrs H and acting on her behalf it made the chargeback. The merchant defended it and sent evidence in support of its position. It explained that it tried calling Mrs H on 11 May at 7.54 for confirmation of her agreement to the cancellation terms but got no response. It said it sent her an email reminding her of the deadline for cancellation, but it didn't hear back in time.

Barclays shared this with Mrs H, but says it didn't receive a reply and so the matter was closed. I have seen a copy of that letter and I am satisfied it was sent to Mrs H. The bank says the next contact it received was in September 2019 long after it was able to pursue the chargeback.

The bank would have needed stronger evidence to make a re-resentation to the merchant which I am satisfied would have pushed back again. In very rare cases banks can take a chargeback to arbitration with Visa, but to do so with any chance of success it would need robust evidence and I cannot say that I have seen such evidence. So even if Mrs H replied to the bank I do not believe her request would have proved successful.

I appreciate Ms M questions whether Barclays sent the letters it claims to have based on a review of its internal notepad records. This relates to the record for the initial chargeback request when it records two letters being sent but no date being recorded. However, Barclays has provided copies of both letters and so I am satisfied they were sent.

I recognise Mrs H has limited mental capacity and it is not clear that she made the bank aware of this before or at the time of her raising this issue in 2019. The records show she spoke to the bank in September 2019 that she had nothing and that she had disabilities. Later in 2024 the bank records that it: *"Discussed customers accessibility and vulnerability support requirements, customer does not wish to have any requirement on our systems."*

I don't consider the bank had reason to alter its decision regarding the chargeback as a result of Mrs H's mental capacity.

I note that Ms M has referred to Consumer Duty which came into effect several years after the events which gave rise to the complaint. Nevertheless, financial institutions including banks were already under an obligation to treat customers fairly. I do not consider Barclays fell foul of its requirements. It did as it was asked by Mrs H.

Nor can I consider the matter of the handling of the subject access request since this was not part of the complaint raised with Barclays. Our rules require the bank has an opportunity to address any complaint before it is considered by this service.

I recognise that Mrs H and Ms M will be disappointed with my decision and while I have every sympathy with them I do not consider I can uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint and I leave it to Mrs H to decide if she wishes to accept the £50 offered by Barclays if she has not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 24 March 2026.

Ivor Graham
Ombudsman