

The complaint

Mr H complains about the way Barclays Bank UK PLC trading as Tesco Bank ('Tesco Bank') handled his claim for a refund.

What happened

Mr H had a dispute with a merchant (business) that I'll refer to as 'T' for £280. In March 2025, he raised a dispute against T via his Tesco Bank credit card. He'd had made the payment to T via a payment service (for ease of reference I'll mostly refer to this payment being made via Mr H's credit card). Tesco Bank didn't think Mr H provided sufficient information to support pursuing a chargeback. Tesco Bank also declined Mr H's claim for a refund under section 75 of the Consumer Credit Act 1974 as it said there was insufficient evidence to support a claim for breach of contract and/or misrepresentation.

Mr H referred his complaint to our Service, but our investigator didn't think Tesco Bank had acted unfairly in the way it dealt with his claim for a refund. Mr H asked for an ombudsman to review matters.

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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. For the reasons I'll go on to explain, I'm not upholding this complaint. I'll also say here that I very much sympathise with Mr H's situation. I appreciate he has been through a very difficult time.

In terms of Mr H's request for a refund in respect of the payment he made to T, I can see that Tesco Bank first considered matters under the relevant chargeback scheme, which in this case is run by Mastercard. Our Service would normally expect a finance provider such as Tesco Bank to pursue a dispute under the chargeback scheme if the dispute had a reasonable prospect of success.

From what Mr H has said, the claim he was making isn't entirely clear. Tesco Bank's notes show it may have been for some type of investing service which T's website seems to indicate it offers. When Mr H was asked to provide supporting documents by Tesco Bank he only seemed to provide a Certificate of Articles of Incorporation for T. But the name of this company didn't match the name on his credit card statement. Further, Mr H didn't provide Tesco Bank with confirmation of the service he should've received from T, versus anything he did (or didn't) receive.

I appreciate Mr H has said he doesn't have any other evidence to provide to Tesco Bank. But even if he could show the payment went to T, the main issue here is that he hasn't provided enough information for Tesco Bank to understand the nature of his claim. Under the Mastercard's rules these say a credit card provider must provide: "*A description of the*

cardholder's complaint in sufficient detail to enable all parties to understand the dispute." In my view, I don't think Mr H has met the evidential requirements to raise a chargeback. So, I don't think Mr H's chargeback had a reasonable chance of success. Given this, I can't fairly or reasonably say Tesco Bank acted unfairly or unreasonably when it declined to progress matters under the Mastercard chargeback scheme.

Tesco Bank considered matters under section 75 of the Consumer Credit Act 1974 ('section 75'). Briefly summarised, section 75 says that where a consumer uses certain types of credit - and that includes a credit card - to purchase goods and/or services and there's a misrepresentation and/or breach of contract by the supplier (in this case T), the consumer will have a 'like' claim against the provider of finance (Tesco Bank) as they would against the supplier. There are other conditions, but I won't consider them here particularly as I don't think it impacts on the outcome of the case. What I'm reviewing here is whether Tesco Bank has acted fairly in declining Mr H's section 75 claim. In doing so, I've had due regard to relevant law including the implied terms set out in the Consumer Rights Act 2015.

For similar reasons to that set out above in respect of the chargeback, I don't think Mr H has provided sufficient evidence to support a claim for either a breach of contract and/or misrepresentation. Ultimately, I don't consider that Mr H provided sufficient supporting documents or other evidence to support a claim for a refund under section 75. There was a lack of a proper explanation of what the claim related to and what, if anything, went wrong. I note Mr H says there was some type of fraud but it's unclear what this was. I can see that Tesco Bank did give Mr H a fair and reasonable opportunity over a number of months to provide evidence to support his claim for a refund. And as he was unable to do so, I don't think Tesco Bank has acted incorrectly for declining to refund Mr H under section 75.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Mr H wants. However, he doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 May 2026.

Yolande Mcleod
Ombudsman