

The complaint

Mrs H complains that Barclays Bank UK PLC, who I'll call Barclays, failed to process a chargeback for her.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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 know it will disappoint Mrs H, but I agree with the investigator's view of this complaint.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When something goes wrong and the payment was made with a debit card, it might be possible to make a chargeback claim. The chargeback scheme isn't administered by Barclays, it's administered by VISA and they set the rules. Barclays didn't have to submit a chargeback claim but I'd think it good practice for them to do so where the right exists and there is a prospect of success.

The VISA chargeback rules say that claims must be submitted within tight timescales. It's my understanding that the time limits that apply for flights are typically 120 days from the date the service was due to be received. The flights were booked for departure on 30 October 2022 and that means that Barclays were likely to have until 27 February 2023 to process the claim.

Barclays submitted the claim in time, but when the merchant disputed the chargeback on the basis that they hadn't received medical evidence of Mrs H's husband being not fit to fly, Barclays wrote to Mrs H to ask her to provide that evidence so that they could continue to dispute the transaction. They say, and their system notes suggest, that they sent that communication on 13 December 2022. The letter gave Mrs H 10 days in which to reply so that Barclays could arbitrate the claim before time ran out.

Mrs H says she didn't receive Barclays' communication until 6 January 2023. She suggests that may have been because of a postal strike, but I don't think it would be fair to hold Barclays accountable for that – the strike wasn't in their control. And, regardless, I've not seen that Mrs H ever sent the medical information to Barclays (she's provided information

that suggests it was sent to the merchant but not to Barclays) so, even if they still had time to arbitrate the chargeback, I don't think they had sufficient information to successfully accomplish that.

The deadline for submitting the claim has now passed so it's now too late for Barclays to arbitrate the matter with VISA.

As Mrs H has the medical information the merchant required it may be possible for her to contact them to receive a refund, but I don't think Barclays have done anything wrong in respect of the handling of Mrs H's chargeback claim.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 28 December 2023.

Phillip McMahon
Ombudsman