

The complaint

Mr S complains that Barclays Bank UK PLC declined his chargeback claim.

What happened

Mr S paid £250 to a merchant ("CJ") for a fitness plan.

Mr S found that the plan was unsuitable for his dietary requirements. And asked CJ for a refund. CJ said it wouldn't issue a refund because it had already made the plan available to Mr S.

Mr S raised a chargeback with Barclays. Barclays investigated the claim and considered the information provided by Mr S and CJ. Barclays declined the claim and re-debited Mr S's account.

Mr S wasn't happy with the outcome and complained to this service.

Our investigator didn't uphold the complaint. They said that Barclays had followed the chargeback rules correctly.

Mr S didn't agree so I've been asked to review the complaint.

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 dealing with chargebacks, banks and credit providers of credit need to do so within the remit of the rules set by the relevant card scheme.

Chargebacks are a voluntary scheme. How it works is that the card issuer checks the complaint against the possible chargeback reasons to see what sort of evidence is required. This is so it can decide whether or not it can make a successful chargeback claim for the customer. Card issuers don't have to submit claims, and they will only do so if they believe they have evidence that will support a chargeback claim so that it will be successful. This service expects card issuers to help if they can, but we don't expect them to raise a chargeback if there is little prospect of success.

I've looked at Mr S's request to raise a chargeback to see whether or not Barclays acted reasonably when it declined the chargeback.

Mr S said that he didn't receive the service he expected from the merchant. He said he didn't receive an introduction call from his coach and the diet plans weren't suitable for him because he was vegetarian. Mr S said that his coach had wanted to know what meals he ate in advance and Mr S couldn't provide this information as the menu at work changed daily. Mr S also said he'd been unable to use the coaching app successfully. He said he expected a better and more professional service and that is why he decided to cancel the programme.

When CJ challenged the chargeback it said that Mr S had received a call from one of its team members to plan the programme and following this, Mr S had signed the terms and conditions. CJ said it had delivered the programme as described on the call. It said it had set Mr S up on the coaching app, which included his customised nutrition plans and workouts and details of how to maximise results. CJ also said that Mr S had been in contact with his coach.

Barclays considered the evidence provide by both parties and concluded that Mr S had received the product and/or service he'd paid for, and that there was little prospect of the chargeback being successful.

I've reviewed all the information. Based on what I've seen, I don't think it was unreasonable for Barclays to conclude that the chargeback had little prospect of success. CJ provided evidence to show that the service had been made available to Mr S. The terms and conditions of the programme – which Mr S signed – stated that no refund would be made for digital content. In this case, Mr S received the digital content via the coaching app. Even if Mr S had defended what the merchant said, I'm not persuaded that there as a reasonable prospect of success.

In conclusion, I don't think Barclay acted unfairly or unreasonably when it declined the chargeback claim.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 February 2024.

Emma Davy
Ombudsman