

The complaint

Mr B complains that Barclays Bank UK PLC trading as Barclaycard mishandled his claim under section 75 of the Consumer Credit Act 1974.

What happened

In June 2020 Mr B purchased a chair via the internet. The chair cost £105.99 and he paid for it via his credit card with Barclays. He says when the chair was delivered it didn't come with an invoice or a receipt.

Around one month after the chair arrived, Mr B says one of the arms broke. He tried to find any invoice or receipt that had been sent to him via email but was unsuccessful. Mr B says all he could find was details of the transaction on his credit card statement.

In August 2020 Mr B made a claim to Barclays for a refund for the chair. In the claim form Mr B said he didn't have an invoice or receipt for the item.

In December 2020 Barclays informed Mr B that he had supplied insufficient evidence to support his claim. It said if he was able to provide further evidence then it would be happy to review that.

Mr B complained to Barclays that he didn't know what documentation he could supply as nothing had been provided to him. During a phone call between Mr B and Barclays in February 2021, Mr B was advised that as this transaction appeared to have been via an online payments system that he should contact the company that runs that system to see if it could assist him.

In March 2021 Barclays sent Mr B its final response letter about his complaint. It said it wasn't upholding his complaint as it was satisfied it handled his claim correctly. Barclays said that to make a claim either under the chargeback scheme or section 75 then proof of purchase was required and Mr B had been unable to provide this evidence. Mr B disagreed with Barclays' decision.

Barclays reviewed its decision not to uphold Mr B's complaint but said as there was no new evidence about the transaction it wasn't altering its view.

Mr B was unhappy at Barclays' view and complained to this service. He said as he had always told Barclays he didn't have a receipt or sales invoice then it should have told him from the start of his claim that he wouldn't be successful. He said he'd missed the six-month window in which he could make a claim to the online payments company due to the delay in Barclays telling him he needed more evidence. Mr B said Barclays hadn't acted fairly in dealing with his claim and it should reimburse him the cost of the chair and any interest charged on his credit card for this item. He also said that as he'd had to make numerous calls to Barclays that weren't answered, and it had delayed in responding to him, it would be fair for him to receive compensation.

Our investigator didn't recommend that Mr B's complaint should be upheld. He said Barclays

had raised first a chargeback and then a claim under section 75 for Mr B, but as there hadn't been proof about what Mr B had bought these claims had been declined. Our investigator said that although there was an entry for the transaction on Mr B's credit card statement, this hadn't specified what had been purchased so wasn't sufficient.

Our investigator said that although he appreciated Mr B's view that it had taken a long time to resolve, he thought Barclays had kept Mr B informed on its progress and had apologised for delays. Our investigator said he didn't think Barclays had treated Mr B unfairly or failed to investigate his claim.

In respect of the customer service, our investigator said that this wasn't something this service could comment on as it hadn't resulted in any financial loss to Mr B. Barclays hadn't been able to reimburse Mr B for the chair due to the lack of required evidence and it had given him the correct answer about that. He said Barclays had needed to investigate Mr B's claim and he wouldn't have expected it to tell Mr B at the start that it couldn't assist before it had done so first.

Mr B disagreed with the view of our investigator. He said he had always been clear he didn't have any evidence about the purchase of the chair and Barclays should have told him from day one what course of action he needed to follow. He said Barclays had failed in its duty of care to him as a consumer.

As the parties were unable to reach an agreement the complaint has been passed to me.

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've seen that Mr B contacted Barclays about the chair in August 2020. It's not disputed that in his claim form Mr B said that he didn't have any proof of purchase save the entry on his credit card statement.

Looking at this entry, I've seen that it refers to the online payment company, gives the name of the seller and the cost. There is no information as to what was actually purchased.

Mr B's complaint is that Barclays should have informed him straight away that he'd failed to provide the necessary evidence and that any claim would be declined. He also says it should have told him what course of action to follow and he wasn't told until it was too late that he may be able to approach the online payment company.

While I appreciate Mr B's frustrations, I don't think Barclays acted unfairly by following the process for a claim for a reimbursement because the chair had been faulty. I've seen that Barclays first looked at chargeback. The chargeback scheme is run by the card provider and not Barclays which here was visa. Barclays role is to gather information from Mr B to provide to the chargeback scheme and that is what it did. Unfortunately, proof of the actual items purchased is required under the scheme and, as this was not available, then the chargeback scheme couldn't be utilised.

Barclays next considered a claim under section 75 of the Consumer Credit Act 1974. The general effect of section 75 is that if a consumer has paid for goods or services with a credit agreement, such as a credit card, and they have a claim against the supplier of those goods or services for misrepresentation or breach of contract, they are given a like claim against the credit provider which here is Barclays.

My role is to decide whether Barclays has acted fairly and reasonably in its response to Mr B's claim under section 75. I've seen that Barclays has looked at evidence from Mr B but wasn't able to contact the retailer since their identity was unclear. There was also no evidence as to the item purchased. Due to the missing evidence there wasn't enough proof to support a claim under section 75.

I think it's fair and reasonable to have expected Barclays to have investigated whether it was able to assist Mr B before declining his claim. I wouldn't have expected Barclays to have immediately rejected his claim for reimbursement of the chair. I also wouldn't have expected Barclays to set out other options for Mr B to follow regarding seeking redress for the chair outside of its own schemes and rules. As it was Mr B's claim then it was for him to provide the necessary evidence.

I also think it would be reasonable to assume that as payment for the chair appears to have been made via an online payment company, that Mr B would have been aware of that already and so would have taken steps to make his own enquiries. I don't think it's fair for Barclays to be held responsible for Mr B being out of time to pursue any complaint with the online payment company.

I think Barclays has acted fairly towards Mr B by following its processes here. And although I appreciate this took time to resolve I don't agree that the delay has caused Mr B any financial loss. That's because without the sales invoice or receipt there wasn't sufficient information for a claim and so the outcome would have remained the same whether or not Barclays had advised him of that earlier.

In respect to the number of calls Mr B says he had to make to Barclays to keep himself updated, this is something that falls under customer service and isn't in my remit to consider. That's because customer service isn't a regulated activity in these circumstances. I can't comment on whether or not Barclays answered calls. However, I have seen that Barclays did send Mr B a number of letters updating him on his complaint and apologising for the delay.

So, although I appreciate this will be of disappointment to Mr B, I'm not upholding his complaint. I think Barclays handled his claim fairly and provided him with the correct answer, namely that there was insufficient evidence to support his claim.

My final decision

For the reasons given above, I'm not upholding Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 May 2022.

Jocelyn Griffith
Ombudsman