

## **The complaint**

Mr B complains about the way Barclays Bank UK PLC (Barclays) handled a Chargeback request. He would like a refund of the item he purchased.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the 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.

Having done so I have reached the following conclusions:-

- The Chargeback Scheme is a voluntary one governed by a set of rules laid down by the relevant card scheme not by the banks. The Scheme sets out the rules for a chargeback to be allowed and what is expected of the parties involved. Banks don't have to consider chargeback requests but we think it's good practice that they do if the claim has a reasonable chance of success. So, I am pleased that Barclays did consider a chargeback for Mr B
- Mr B has made a few points about how Barclays handled the chargeback, one of which related to Barclays crediting his account with the money he paid for an item he says was faulty and not properly installed but then re-debiting the money when it found no grounds for a chargeback. The usual process is to issue a refund whilst the request is being investigated but if the evidence doesn't support a valid claim, as was the case here, the refund is then taken back. In terms of process I don't think Barclays has done anything wrong
- In terms of Barclays actions from what I have seen it correctly followed the scheme rules. It contacted the merchant to give it an opportunity to defend the claim. I have seen the merchant's detailed response. Barclays then wrote to Mr B on 28 and 29 September 2020 giving him 7 days to provide more information. I have seen both letters, as they were correctly addressed, and as Barclays customer notes refer to them being sent I do believe they were sent. As Barclays received no response to these letters it closed the case and re-debited the account. I don't think that was unreasonable. The merchant had given detailed evidence and, with no substantial evidence from Mr B to contradict the merchant's points, I don't think Barclays had grounds to pursue a claim
- I accept Mr B says he called Barclays several times to offer information. It's frustrating that Barclays hasn't been able to provide copies of the calls for us to listen to. But I have seen the information Mr B sent Barclays after it closed his case. Mr B's dispute was about quality of goods. Barclays' view was that the merchant's evidence was compelling, the goods were of sound quality and it had engaged with

Mr B. It didn't feel the further evidence Mr B supplied would have changed the outcome. Having seen both the merchant evidence and Mr B's communications I don't think Barclays conclusion was unreasonable, and I don't think I have any grounds to ask Barclays to refund the cost of the item Mr B bought he would like..

- Barclays accepts it wrongly told Mr B in November 2020 that the money it credited to his account was 'his to keep'. So, I appreciate Mr B's distress and inconvenience when in January 2021 the money was taken back from his account – particularly as it was a large sum of money. Barclays has apologised for this and accepted our investigator's suggestion that £300 compensation is a more appropriate sum than the £150 Barclays originally offered. I agree that, in the circumstances this is a more reasonable sum.
- Barclays also offered to refund any overdraft charges Mr B incurred because of the money being taken back from his account. I think that is reasonable

### **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement Barclays Bank UK PLC should:-

- pay Mr B £300 compensation for distress and inconvenience.
- refund any overdraft charges Mr B incurred as a result of Barclays taking back the money it credited to Mr B's account.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 November 2022.

Bridget Makins  
**Ombudsman**