

The complaint

Mr L has complained Barclays Bank UK PLC, trading as Barclaycard, didn't refund him for unauthorised transactions and then required him to repay their legal costs after his judgement was set aside.

What happened

In 2022 Mr L asked Barclaycard to refund him for various £38 transactions that he'd not authorised. His statement dated 10 August 2022 confirms Barclaycard made three credits of £38 for transactions that had been debited to his credit card account on 22 March, 22 April and 22 May 2022. A further debit on 22 June was simultaneously credited back to Mr L's account.

Mr L remained unhappy with how his account was being managed and complained about credits he'd made and believed had not been accepted by Barclaycard. Barclaycard confirmed they didn't think they'd done anything wrong.

Mr L was upset with Barclaycard's actions and sought a County Court judgement against them for £500. In the absence of a response from Barclaycard, he was granted this figure in October 2022. Barclaycard then successfully sought to have this set aside. After the hearing in May 2023, Barclays were successful in getting judgement against Mr L ordering him to pay their legal costs.

Mr L brought his complaint to the ombudsman service.

After considering the evidence, our investigator believed that he couldn't consider Mr L's complaint as he'd brought his complaint outside of the six-month period after a final response. The court costs that had been set were also not part of a credit regulated activity so our service couldn't review these either.

Mr L disagreed with this and has asked an ombudsman to consider his complaint.

I completed a provisional decision on 15 January 2024. I confirmed I could look at part of Mr L's complaint but wasn't going to ask Barclaycard to do anything further.

Barclaycard accepted this outcome. We received nothing further from Mr L.

I now have all I need to complete my final 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've reached the same outcome as I did in my provisional decision.

I've considered this complaint in the two parts which were Mr L's original complaint to our service.

The disputed transactions

Mr L believes there were numerous disputed transactions of £38 and is worried he has not been refunded for all of these. These aspects were covered in various final responses provided by Barclaycard, including at least two dated in July 2022. Mr L didn't bring his complaint to the ombudsman service until 2023.

However Barclaycard provided a further final response to Mr L dated 19 June 2023. This response specifically covered the disputed transactions and what they believed was Mr L's misunderstanding about these transactions. I'm satisfied that I can consider this aspect.

I've also reviewed what Barclaycard has told us about the legal process that started with Mr L taking out a judgement against them in October 2022. It's clear to me that no court has considered any detail about the transactions in dispute. So I've reviewed the disputed transactions.

Barclaycard provided us with statements for Mr L's credit card account from 2021 throughout 2023 which I've reviewed. Mr L told us he signed up to a £5 registration fee which I can see debited his credit card account on 12 March 2022. There are then three debits to his account on 22 March, 22 April and 22 May. I can see from Mr L's statement dated 10 August 2022 that £114 (plus interest) was refunded to his account. An additional debit on 22 June was simultaneously credited the same date as by that stage Barclaycard were aware these transactions were unauthorised.

I can confirm there are no outstanding regular payments of £38 that Barclaycard has not refunded.

Court costs

Mr L is upset that he's been asked to repay Barclaycard's costs after they got his judgement set aside. I'm aware he's made them an offer to settle this aspect but he's also asked us to consider this.

Unfortunately as an ombudsman I am not free to consider all complaints that are brought to the ombudsman service. The Financial Conduct Authority handbook on Dispute Resolution provides the rules which cover what the ombudsman service can and cannot consider.

DISP 2.3.1 confirms that the ombudsman service can only consider a complaint if it relates to a specific activity. This includes, for example: "*regulated activities*", "*payment services*" "*or any ancillary activities*".

Court costs, which is what Mr L is complaining about, do not amount to any of the activities covered by our rules. I therefore have no power to consider this part of Mr L's complaint.

My final decision

For the reasons given, my final decision is not to uphold Mr L's complaint against Barclays Bank UK PLC, trading as Barclaycard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 March 2024.

Sandra Quinn
Ombudsman