

The complaint

Mr G complains Madison CF UK Limited trading as 118 118 Money have provided him with poor customer service when he was trying to raise a chargeback on his credit card.

What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements of this below, and they form part of this final decision.

Mr G struggles to read information on a white background due to a medical condition. Despite this, when trying to raise a chargeback, he says 118 118 wanted him to raise his chargeback through their app which he found difficult. He asked for a UK staff member to call him because the overseas call centre insulted him on the phone for not being able to use the app. Mr G also says 118 118 have discriminated against him by expecting him to use the app for everything.

In their response, 118 118 simply said the complaint was closed – they didn't address anything.

Understandably unhappy with this, Mr G asked us to look into things. It was passed to one of our Investigators, who didn't end up upholding Mr G's complaint.

As Mr G wasn't happy with this, the complaint was then passed to me to decide. During his complaint, Mr G couldn't provide the specific dates of when he was insulted or discriminated against, and he mentioned a second outcome had been issued by 118 118 but this hadn't been provided to us by either party.

Before deciding Mr G's case, I arranged for us to ask 118 118 for further information – this was to include their contact notes, any phone calls where Mr G had been insulted or discriminated against, and any further outcomes 118 had issued. In response, they said:

- *They couldn't find any reference in the contact notes or live chats to say Mr G had said he'd been insulted or discriminated against*
- *They provided recordings of all calls they could find*
- *They hadn't issued a second outcome, and there are no notes to say why this matter wasn't fully investigated*

What I've provisionally 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.

Mr G says 118 118's agents have insulted and discriminated against him. When asked, Mr G couldn't be specific about when exactly this happened, so I can only rely on the information provided by 118 118 to decide whether he was or wasn't.

I've looked through all of the lives chats they've provided, and all I can see is their agents attempting to help Mr G. I've seen nothing to suggest they insulted Mr G.

I've also been provided with six calls. The first in May 2023 was conducted amicably and there were no concerns raised by either party. Across the remaining calls I've heard Mr G repeatedly asking to speak to someone in a UK call centre, and on one call Mr G tells the agent their English is poor, and he insists on speaking to someone in the UK.

Listening to that call I didn't think the agent's English was poor, and I thought she was perfectly understandable. Similar to all of the calls I've been provided with. So, I've seen nothing to suggest the agent couldn't have helped Mr G if he'd allowed her to – similar to the rest of the calls.

Ultimately, it's up to 118 118 to decide how they want to set up their business, but I've not heard any of their agents insulting him. I think it's clear each agent has tried to help Mr G, but his insistence on speaking to someone in a UK call centre has prevented them from being able to do that. And I've not been provided with any evidence that a UK call centre could have helped him more than the agents he was talking to.

I've noted Mr G says 118 118 have discriminated against him in expecting him to use the app for all things. I can't make a finding Mr G has been discriminated against, as that's something only a court can decide. If Mr G wants a ruling on whether he's been discriminated against, he can pursue the matter in court.

I understand Mr G may be arguing he was entitled to a call back from someone in the UK under the Equality Act. But, although 118 118 are required to make reasonable adjustments, I don't think this would qualify as a reasonable adjustment. 118 118 can't provide Mr G with less of a service due to his needs, but they're also not required to provide him with a bespoke process.

In respect of asking him to use the app for everything I'm afraid that's not what I heard on the phone calls. In the calls I've listened to I've heard the agents say they're happy to try and help Mr G – so I don't agree they've tried to force him to use the app for everything.

I've noted Mr G also has a complaint about whether the chargeback process was successful, but that's the subject of a separate complaint which I've not considered here – I've simply considered the customer service Mr G received when trying to process the chargeback. I should also add I can't consider 118 118's lack of reply to Mr G's complaint – as this isn't something that our rules allow me to.

Responses to my provisional decision

Mr G replied, rejecting my decision and said:

- I didn't mention he'd asked 118 118 for help to complete the chargeback form and on 15 September 2023 they replied, had all the information, but didn't investigate the chargeback anyway
- I've not mentioned why 118 118 removed the transaction from his statement to cover up that the transaction had ever happened
- I've failed to acknowledge a number of emails in my response
- In a later response, Mr G said I'd misunderstood his complaint and set out detail of his chargeback claim

118 118 said they had nothing further to add.

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 think it'd help to reiterate I'm not deciding Mr G's chargeback complaint. He's been given a difference reference number at our service for that issue. I'm only looking at whether 118 118 helped Mr G when he wanted to raise the dispute about the chargeback.

Because of that, I don't think I need to address Mr G's concerns regarding 118 118 not investigating the chargeback, them removing it from his statement or his wider concerns about the status of the chargeback – as that's being handled separately.

Instead, Mr G has focused his concerns on a number of emails he says are important to his case and which we haven't considered.

In reviewing Mr G's responses to my provisional decision it's clear he thinks I've missed a significant proportion of his case. He's referred to eight emails in particular he's asking why I haven't considered them.

When listening to the first call Mr G had with our Investigator he's set out his complaint. In the call, he only refers to live chats and phone calls as being an issue – he doesn't tell us that there are issues regarding emails he was sent. I've also looked at Mr G's original complaint form to our service – which also doesn't mention anything to do with emails.

From what I can understand now, a big part of Mr G's concerns are that 118 118 didn't adapt their emailed communication with him – and didn't help him through emails.

But, I've no evidence this issue was raised with 118 118 first. I say that because in 118 118's response to his complaint they've simply said they've closed his complaint. This is quite unhelpful by 118 118. But in thinking about what Mr G told us, I think it's fair for me to say it's likely he didn't raise concerns about the emails to 118 118, otherwise he'd have mentioned them to our Investigator. In the circumstances, I don't think 118 118 have investigated Mr G's concerns regarding the emails.

With that in mind, he'd need to raise that specific concern with 118 118, for them to then investigate. If he remained unhappy with their outcome, then he could refer it to us if he'd like.

As things stand then, I've addressed Mr G's comments in response to my provisional decision – and I've found no reason to change the overall outcome I reached. 118 118 also had nothing further to add. So, overall I remain of the opinion 118 118 tried to help him based on the live chats and phone calls I've seen and heard. Because of that, I won't be asking 118 118 to pay Mr G any compensation.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 June 2024.

Jon Pearce
Ombudsman