

The complaint

Mr S has complained Barclays Bank UK PLC, trading as Barclaycard wouldn't refund him for a disputed transaction.

What happened

In August 2023 Mr S noticed a transaction being made on his Barclaycard. This was for tickets. He disputed this with Barclaycard. He was told they couldn't stop the transaction as it had been authorised.

Mr S contacted the merchant involved and £209.85 was refunded to his Barclaycard account in September. A further transaction for £109 was processed about the same time.

Mr S was upset Barclaycard had done so little to protect his details despite him asking them to block his card and was concerned at the customer service he'd received. He brought his complaint to the ombudsman service.

Our investigator reviewed the evidence including the numerous screenshots supplied by Mr S. He felt overall that the transaction had been refunded and he didn't believe there was sufficient evidence to show Mr S had suffered distress as he claimed.

Mr S continued to believe that the second transaction of £109 hadn't been authorised. He asked an ombudsman to consider his complaint.

I completed a provisional decision on 25 April 2024. I also hadn't upheld Mr S's complaint but confirmed I had considered all the different elements he had raised.

Mr S responded in full to both our investigator's view and my provisional decision. He outlined his view:

- that the merchant had made the initial refund;
- he had not authorised the first or subsequent transaction;
- Barclaycard had not blocked his card despite his numerous requests;

Mr S is adamant that Barclaycard had not met the required standards in managing his complaint and that it was extremely unlikely he'd be buying tickets for a concert involving the artists he identified.

I received no response from Barclaycard.

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 a slightly different outcome than I did in my provisional decision. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr S's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

To help me come to a decision, I've reviewed the evidence Barclaycard provided as well as what Mr S has told us. I know Mr S has disputed the second transaction made to the same merchant on 23 September for £109. Our investigator questioned whether we were able to investigate this transaction, but I'm satisfied we can as Barclaycard stated in their final response dated 11 October 2023 that they *"had conducted a further review and happy to confirm that there has been no further fraud on your cards from this merchant"*.

In addition I've also seen the chat messages between Mr S and Barclaycard as he continued to dispute the transaction. I would also state that I've received nothing from Barclaycard to dispute this or provide any further evidence about what happened.

I believe these transactions were carried out by or with Mr S's authorisation. I say this because:

- The merchant refunded the transaction Mr S disputed that was made in August 2023 for £209.85. Mr S believes this was fraudulent. I originally found it hard to believe the merchant would have refunded Mr S if it was fraud. But I accept Mr S's evidence that he had to locate the overseas merchant owner before any refund was possible.
- I still believe the evidence suggests this looks rather more like a merchant dispute where the merchant had potentially processed the wrong amount for payment or where two tickets had been bought and only one was subsequently required. This would explain why after £209.85 was refunded, a payment of £109 was made.
- I've reviewed what Mr S has continued to confirm about raising a dispute with the merchant. However I still find it unusual that it was only after the refund that a further debit was made. This suggests to me that something else was happening during the discussions Mr S was having with the merchant.
- I've not seen any evidence to show this transaction wasn't properly authorised. I appreciate Mr S disagrees and has shown that he disputed this with Barclaycard.
- I've reviewed the many screenshots Mr S supplied to our service. This includes his chat with Barclaycard assistants. Unlike Barclaycard I am satisfied Mr S had raised a dispute even if he may not have used the exact words that they felt should be used when fraud was being suggested. It seems rather hard on customers to expect them to use specific language and continue to try and contact fraud departments – which can on occasion prove elusive – when at one level the customer is making it clear

they have a dispute and believe fraud has been committed.

- I'm also not convinced Barclaycard provided the level of customer service and support I'd have expected when someone finds themselves in dispute about payments.
- I'm also aware of Mr S's concern that he continues to have a bill requiring payment and the impact this has had on his credit record. It is true that Barclaycard has not been able to investigate this aspect before my decision, but I'm satisfied that I can do so within my investigative remit. Mr S obviously receives his regular Barclaycard statements (as he's emailed copies to our service) so will be aware what amount requires to be paid. Under the terms and conditions of his account, I believe he'll know the consequences of not paying what is owed.

I have noted the strength of Mr S's feeling about how he has been treated. In light of this, and the evidence Mr S has provided about his continuing dispute and what seems clearly insufficient customer service being provided, I am going to instruct Barclaycard to pay £100 for the inconvenience caused. I suspect Mr S will continue to feel this is inadequate.

I appreciate Barclaycard has not had an opportunity to review this revised outcome however I note they have continued to provide no further comments to our service about this complaint.

My final decision

For the reasons given, my final decision is to instruct Barclays Bank UK PLC, trading as Barclaycard, to pay Mr S £100 for the trouble caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 June 2024.

Sandra Quinn
Ombudsman