

## **The complaint**

Mr A's complaint is about the way he was treated by Barclays Bank UK PLC when he wanted to dispute a number of payments to an online retailer made on his debit card.

## **What happened**

I made a provisional decision on this complaint on 20 September 2024. A copy of that provisional decision is appended to, and forms a part of, this final decision. Because of this, I don't need to go into detail about the background to the complaint, or what I provisionally decided. However, to summarise very briefly:

- Mr A had used his Barclays debit card to make a number of transactions with an online retailer, "AZ". He wanted to dispute some of the transactions and had been told by AZ that he'd not been charged, but they'd appeared on his Barclays statement.
- Mr A contacted Barclays for assistance. He preferred to deal with a specific team at the bank which provides support to vulnerable customers and had helped him in the past, but he was directed to speak to another team which specialised in dealing with disputes. Mr A was unhappy with the service he received from this team, and complained. Mr A's complaint included that he'd been left on hold on the telephone, been left waiting for people to get back to him, being asked to obtain information to support his disputes, and not been treated with the kind of understanding he'd hoped for.
- Barclays sent two responses to the complaint, and by the time the matter was referred to the Financial Ombudsman Service, on 6 June 2023, the bank had refunded all of the disputed transactions while it challenged them with AZ. It also told us that it would offer an additional £50 compensation to Mr A as it considered it may have missed some of the documents he'd submitted to support the disputes, and later said that it would make the refunds permanent, regardless of whether it could successfully get the money back from AZ.

In my provisional decision I made the following key findings:

- Barclays hadn't been wrong to allow the transactions to go through to AZ to begin with. The way card payments worked meant AZ must have requested the payments, contrary to what Mr A had been told by AZ.
- The rules for disputing card payments were made by the card scheme, Visa, and Barclays had to follow those rules. It could be a complicated process and it was normal for a bank to need to ask for information to help support with it. It wasn't unreasonable or unusual of Barclays to have asked Mr A to obtain some information from AZ to help with the process.
- Mr A had been wrongly told that some of the transactions couldn't be disputed because it was too late to do so.

- Barclays had been aware of a number of health and neurodivergent conditions Mr A has, which it had noted on his customer profile. As part of Mr A's complaint was about him not being given the same level of support he'd had previously, I tried to find out more from the bank about what arrangements it had made to accommodate him. Unfortunately, and disappointingly, it was difficult to get much information from Barclays about its relevant policies, meaning I had to rely on limited information.
- The specific team at Barclays which had assisted Mr A in the past, appeared to have occasionally offered more support than it was supposed to have done, and not made it clear to him at the time that it was doing this as an exception. This led, not unreasonably, to an expectation forming that it would always provide this higher level of support, and to disappointment when it did not. I thought the bank overall had provided an inconsistent level of service to Mr A.
- Staff had generally been understanding and polite when speaking to Mr A, as far as I could tell, but some of the language used to describe the responsibilities of the specialist team, and what it could and couldn't do, had been unhelpful and confusing.

Bearing in mind the impact this had all had on Mr A, I said I was minded to decide that the level of compensation should be increased from £50 to £200. I invited the parties to the complaint to respond to my provisional decision by 4 October 2024.

Both parties have responded to the provisional decision. Mr A asked if it was possible to increase the amount of compensation, but did not elaborate further. Barclays said it was happy to accept the provisional decision.

The case has now been returned to me to decide.

### **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.

Mr A has asked if the amount of compensation could be increased. In my provisional decision I concluded that compensation should be awarded for the impact of Mr A having been given incorrect information, having his expectations incorrectly set about the level of support he'd receive, and receiving an inconsistent level of service overall from the bank.

Taking into account the nature of the bank's mistakes, and what I perceived the impact of these to be, I thought £200 was a fair amount of compensation. My views haven't changed on this, and Mr A hasn't provided further comment which would lead me to believe that I had set the level of compensation in the wrong place.

Because neither party to the complaint has provided further evidence or arguments, I see no reason to depart from the findings I made in my appended provisional decision and summarised above. It follows that I will uphold Mr A's complaint and award a total of £200 compensation to him.

### **My final decision**

For the reasons explained above, and in my appended provisional decision, I uphold Mr A's complaint and direct Barclays Bank UK PLC to do the following:

- Pay Mr A £200 compensation. If the bank has already paid the £50 it previously

offered via the Financial Ombudsman Service in connection with this complaint, it can deduct this amount from the compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 November 2024.

Will Culley  
**Ombudsman**

## **COPY OF PROVISIONAL DECISION**

I've considered the relevant information about this complaint.

Having done so, I'm minded to reach a different set of conclusions to our investigator, so I need to give the parties to the complaint an opportunity to respond before I make my decision final.

I'll look at any more comments and evidence that I get before 4 October 2024. But unless the information changes my mind, my final decision is likely to be along the following lines.

### **The complaint**

Mr A's complaint is about the way he was treated by Barclays Bank UK PLC when he wanted to dispute a number of payments to an online retailer made on his debit card.

### **What happened**

Mr A used his Barclays debit card to make a number of transactions with an online retailer, "AZ". Mr A wanted to dispute some of these transactions. The orders had been cancelled and Mr A didn't receive the goods. AZ also later told Mr A he hadn't been charged by them for some of the transactions. However, the amounts had appeared on his statement with Barclays as debit card transactions.

Mr A had previously been dealing with someone ("RB") in a specific team at Barclays which provides assistance to vulnerable customers, who he had had prior dealings with. He tried to get in touch with RB by phone and email, but she was unavailable. RB's colleagues directed him to speak to another department at the bank which dealt with disputes over card transactions.

Mr A was very unhappy with the service he received from the team which dealt with disputes, and complained. Barclays sent him a response to his complaint on 28 April 2023, in which they said it had been too late for them to dispute two of the transactions Mr A had mentioned, but that they would be giving these amounts to him (£35.99 and £10.79) as a gesture of goodwill.

Mr A remained unhappy and Barclays sent a follow-up response on 12 May 2023. In this they said they'd received some documents from him to support his dispute, and they had "provided a further dispute to the merchant". They said they now needed to wait for a response from the merchant (AZ) and they couldn't do anything about how long the process would take, as this was set by Visa.

On 30 May 2023 all of the disputed transactions were refunded to Mr A's account, however I understand the process of disputing the amounts with AZ was ongoing at this point and there was a risk these refunds could be taken back.

By 6 June 2023 Mr A had contacted the Financial Ombudsman Service because he was dissatisfied with Barclays' responses and he considered the poor service he was receiving was ongoing. He referred to being left on hold on the phone or waiting for people to get back to him for long periods of time, being asked to get information to support his disputes, and generally not getting the kind of understanding or treatment that he had been hoping for. Mr A also considered Barclays had made an error in releasing the payments to AZ in the first place.

While we were looking into Mr A's complaint, Barclays told us it would offer £50 compensation to Mr A because it felt it may have missed some of the documents Mr A had submitted to support the disputes. It also confirmed that all of the refunds were now permanent, so Mr A didn't need to worry about them being taken back.

One of our investigators issued an assessment on the case on 19 January 2024. I could summarise his findings as follows:

- AZ had most likely charged the disputed amounts to Mr A's card, even though it had emailed him to say that it hadn't. Due to the way debit cards worked, it wasn't possible that Barclays had sent money to AZ without this being requested by AZ. It may have been AZ's policy not to charge someone's card until goods had been despatched, but it appeared they had done so in error in this case. Barclays hadn't acted incorrectly by releasing the money to AZ on request.
- There had been nothing wrong with Barclays asking for information to support his claims. Although Mr A was a vulnerable customer, it had been reasonable of it to ask him to obtain information from AZ, rather than ask AZ itself.
- The chargeback process, which was how Barclays was able to obtain refunds for Mr A, was subject to the rules of the Visa card scheme. This process could take a long time and the length of time it had taken in Mr A's case was not unreasonable.
- It was clear that Mr A's health had been affected by the whole process, but to tell Barclays to compensate him, he'd need to see the bank had acted unfairly or unreasonably in some way, and he couldn't see that they had.

Mr A appealed our investigator's assessment and so the case was passed to me to decide.

### **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.

This complaint is essentially about how Barclays handled Mr A's request for help with the transactions to AZ which he wanted to dispute. It is about the service provided during that process, especially taking into account the fact Mr A was registered with Barclays as a vulnerable customer.

Firstly, I agree with our investigator that the fact the disputed transactions were charged to Mr A's account will have been because AZ requested the money from Mr A's debit card. A debit card payment is what is known as a "pull payment", which means the recipient needs to "pull" the money from the card by making a request for it. It wouldn't have been possible for it to be done the other way around. AZ may have told Mr A that it didn't charge these amounts to his card, but I think that was a mistake by the employee(s) who told him this. Barclays didn't do anything wrong, in my view, in releasing the money to AZ on request. Barclays had no reason to know, at this point, that these transactions shouldn't have gone through.

I also agree with what our investigator said about the options available for Barclays to claim refunds for Mr A of payments made on his debit card. When a customer approaches their bank for help with getting a refund of a debit card payment, then generally the only option they have is to go through a process often known as a "chargeback" or "dispute".

Every debit card has a logo on it which corresponds with the card scheme to which the card

belongs. Mr A's card had the "Visa" logo on it, meaning his card belonged to the Visa card scheme. Visa is a separate company to Barclays, and they make the rules about how chargebacks work on Mr A's card. Barclays have to follow these rules when attempting chargebacks for their customers with Visa cards. The rules cover various things like what kind of issues a person can claim a refund for, what kind of information is needed, and how long the parties to the dispute have to submit that information.

The process can be quite complicated and it's normal for a bank to ask for further information from its customer to support chargebacks. This allows the bank to ensure it is processing the chargebacks in the right way under Visa's rules, and gives them the best chance of successfully claiming the money back. I know Mr A would have preferred Barclays to go to AZ to get the necessary information, but I don't think it was unreasonable, or unusual, for it to have asked him to do this. It's unclear to me in any event how Barclays would have contacted AZ to request information, or if AZ would have agreed to provide it given the request would not have been coming directly from their customer. From calls I have listened to between Mr A and Barclays, I also think the information provided over the phone by Mr A about the transactions was a bit unclear, so I can understand why the bank wanted more information from him.

As for the length of time the process took, it appears all the refunds had been received (on a temporary basis) by 30 May 2023. The refunds were made permanent by 16 October 2023, but this was not because the chargebacks were successful. This seems to have been a business decision by Barclays, as the bank indicated to our investigator that the chargebacks were still ongoing at this point.

I find it unusual that the chargeback process was still ongoing this many months after Mr A had first got in touch with the bank or had received the temporary refunds. Visa's rules suggest that normally chargebacks should take around 90 days from start to finish. Barclays has said that sometimes there are delays, but I don't think the explanations it has given around this are very satisfactory. I note the bank said in December 2023 that it can no longer access any information about the chargebacks because this is only retained for six months. But, as mentioned above, Barclays also indicated to us in October 2023 that the chargebacks were ongoing. These statements appear inconsistent with one another.

The bank also appears to have given Mr A incorrect information about it being too late to dispute the amounts of £35.99 and £10.79. As far as I can tell, based on Visa's rules, it was not too late for the bank to dispute these amounts when Mr A got in touch about them. I appreciate the bank went on to refund these amounts when Mr A complained, but it's apparent he was distressed by being wrongly told the transactions could not be disputed.

Ultimately, Barclays has refunded all the transactions Mr A wanted to dispute, so he has not suffered a financial loss as a result of any potential failing by the bank in connection with the chargebacks. However, I do think it gave him incorrect information, and I'm concerned that it hasn't given the Financial Ombudsman Service a full picture of what happened with the chargebacks. This has contributed to Mr A's concerns taking longer to resolve.

This brings me to Mr A's complaint about how Barclays dealt with him as a vulnerable customer. It appears to be accepted by Barclays that Mr A is a vulnerable customer due to his financial circumstances and a number of health and neurodivergent conditions that he has. I made further enquiries of the bank prior to making a decision, as it was unclear to me if Barclays had any specific arrangements in place to accommodate Mr A.

I'll say here that Barclays has not been able to provide a full copy of any policy it may have for accommodating vulnerable consumers. In general, and disappointingly, it doesn't appear to have taken this part of Mr A's complaint as seriously as I would expect, and has been

quite uncooperative and even dismissive at times when we've asked for further information to help with our investigation. This has made it difficult to determine whether, and to what extent, its treatment of Mr A was in line with its own policies, and has contributed to further delays in investigating the complaint.

However, what Barclays *has said*, is that it is aware of Mr A's situation and this information is noted on his profile, meaning it is highlighted to members of staff he communicates with. It said that all its staff are trained to serve customers with vulnerabilities, but that it does have a specialist team to help especially vulnerable customers who require ongoing support. RB worked in this team and Mr A often rang the team when he had a problem, but the team didn't have the tools to process chargebacks, meaning they needed to pass Mr A to a different team which had the necessary skills and knowledge to deal with chargebacks. Barclays added that when Mr A wanted to make a complaint, he was passed to another team which specialises in complaints. Barclays says that its specialist team's role, where it can't handle a specific problem itself, is to provide support and to explain what needs to happen and why. This might include putting Mr A through to another team at the bank which could handle a specific issue, or providing a telephone number for him to call.

I can see from notes made by the specialist team that it had supported Mr A in this way in the past. I can see members of staff, including RB, had helped Mr A early in 2023. It seems that occasionally, members of the team had provided more assistance than they normally would have as an exception, by contacting other teams at the bank on Mr A's behalf, or arranging for cases to be logged for him. I think this led, not unreasonably, to an expectation forming on Mr A's part that he would receive additional support, as later notes, and calls I've listened to from April 2023, indicate that Mr A had multiple complaints and disputes about different things, and he wanted the specialist team (and particularly RB) to either handle matters themselves, or to act as an intermediary between him and other teams at the bank. Mr A told the specialist team that he didn't like dealing with these other teams because he found communication with them difficult. In the calls I've listened to, the specialist team explained that they wouldn't be able to help him in this way, but they could put him through to the other teams he needed to speak to. This was something Mr A seemed to accept, although it's apparent he felt the team was being less helpful than it had been in the past, and I can understand why he would have felt that he wasn't receiving a consistent level of service. That said, the calls I have listened to were generally good-natured, and I thought the bank's staff were understanding when speaking to Mr A.

I'm not sure how clear it was made to Mr A that, when the specialist team went beyond what it would normally have done, they were making an exception, as I haven't been provided with copies of the relevant calls, and have only seen the notes staff made at the time. I think it is likely things could have been made clearer, to ensure there was no perception that the service the bank was providing was inconsistent. I think overall, the way the bank handled matters led to an inconsistent level of service being provided.

I also thought some of the language used by the bank when speaking to Mr A was not very clear or helpful. In particular, staff from multiple departments repeatedly referred to the specialist team as not being "a servicing team", as if this was self-explanatory. By this, I think they meant the specialist team could only help with basic questions and had no ability to carry out any actions on Mr A's account(s), but I can't be sure of this – it sounds to me like internal jargon. And if it isn't clear to me, I don't see how it could have been clear to Mr A either.

In light of what I've said above, I'm minded to increase the amount of compensation to be awarded to Mr A, by £150. This is to reflect the impact of incorrect information being given during the chargeback process, of expectations being incorrectly set about the level of support he would receive from the bank's specialist team, and an inconsistent level of

service being provided.

### **My provisional decision**

For the reasons explained in this provisional decision, I'm currently minded to award Mr A a further £150 compensation. This is in addition to the £50 already offered, meaning the total will be £200.

I now invite the parties to the complaint to let me have any further evidence or arguments they would like me to consider. Any further submissions need to reach me before 4 October 2024. I will then review the case again.

Will Culley  
**Ombudsman**