

The complaint

Mr H complains about the service he received from Barclays Bank UK PLC when trying to deal with a chargeback claim he had raised.

What happened

Mr H contacted Barclays Bank to make a chargeback claim in relation to an Apple watch he'd bought on Amazon. At the time he had ongoing chargeback claims relating to other purchases. Barclays Bank instigated the chargeback process, but the following day Mr H asked it to cancel the claim. He says the watch was damaged and when he'd tried to return it, the retailer initially told him he could keep the watch and have a refund.

But Mr H adds that the retailer later changed its mind, and he asked to reinstate the chargeback claim. He was then upset to receive a letter from Barclays Bank telling him his claim was closed. He spent a significant amount of time on the telephone to Barclays Bank representatives trying to clarify the position, as it was unclear whether the bank's letter related to his Amazon dispute or another ongoing claim.

Mr H says the bank was unhelpful in declining to reopen the Amazon claim and that as a vulnerable person he was caused unnecessary distress and inconvenience by the way Barclays Bank dealt with him. Although Barclays Bank apologised and paid Mr H £30 compensation in recognition of the difficulties he'd experienced, Mr H didn't think this went far enough and asked us to consider his complaint.

Our investigator didn't think Barclays Bank needed to take any further steps to resolve the complaint. She wasn't persuaded the position in respect of the chargeback would have been different had Barclays Bank reopened the claim as Mr H had asked, noting Mr H had been unable to provide evidence to substantiate his conversations with the retailer. She acknowledged that the bank's communications had been poor and that it could have been more helpful to Mr H. But the investigator felt that overall, the compensation the bank had paid was a fair way to resolve matters.

Mr H didn't agree with our investigator's conclusions and has asked for this review.

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 recognise Mr H's strength of feeling. His sense of annoyance and frustration at the communications he had with Barclays Bank comes across quite clearly. But I'm not going to tell the bank to pay him additional compensation or take any more action to resolve his complaint. I'll explain why.

There was some avoidable confusion caused by the bank's letter of 15 February 2024, which ought to have been clearer and more accurate about what had happened and why the Amazon chargeback claim was being closed. Had the letter been clearer, though, it seems

to me rather unlikely that Mr H would not still have gone on to call the bank. He didn't want the claim to be closed, and in his response to our investigator he maintains that the bank should refund him for the cost of the watch.

It's also not in dispute that Barclays Bank could have done a better job than it did of handling Mr H's calls. The bank has acknowledged this already, and so did our investigator. Looking at what happened in Mr H's case, I'd expect the bank to apologise, and – where appropriate – take steps to address any mistakes it has made and offer compensation for any loss, trouble or upset caused.

Barclays has already apologised. It didn't reopen or pursue Mr H's chargeback claim and is now out of time to do so. But I don't consider that means it would be reasonable to expect the bank to reimburse Mr H for the watch he bought. When asked, he's been unable to supply any persuasive evidence to support his claim that the retailer said he could keep its goods and have a refund. That doesn't mean it didn't happen, but it's by no means certain that the retailer would have simply accepted the claim.

Mr H remains able to seek recovery of amounts he considers he's owed by pursuing a claim with the retailer. That seems to me a better way to address any alleged losses arising from his purchase.

So the remaining issue for me to address is whether I think Barclays Bank should pay a higher sum in compensation to Mr H for the confusion and upset he experienced due to the accepted shortcomings in its communications with him.

I should be clear that it's not my role to fine or punish financial service providers. None of the awards I make is designed or intended to have that effect. Mr H has been put to some unnecessary time and trouble because of the bank's handling of matters, and it's only right that this is recognised by the bank paying him compensation. I appreciate Mr H is a vulnerable individual, and I don't want to understate the impact of his experience. He's spent a fair amount of time making phone calls – he indicates at least a couple of hours in total.

I appreciate Mr H won't agree with me on this point, but I'm satisfied the £30 payment Barclays Bank proposed is a reasonable reflection of the difficulties he had with the bank in dealing with the Amazon chargeback. It covers his call costs and recognises the time he has spent. I'm not persuaded Barclays Bank needs to do more than this.

My final decision

Barclays Bank UK PLC has already made an offer to pay Mr H £30 to settle the complaint and I think this offer is fair in all the circumstances.

So for the reasons I've set out, my final decision is that Barclays Bank UK PLC should pay Mr H £30, if it has not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 November 2024.

Niall Taylor
Ombudsman