DRN-5715465

The complaint

Mr P complains Barclays Bank UK PLC trading as Barclaycard didn't handle his section 75 / chargeback claim fairly and repeatedly failed to make reasonable adjustments.

What happened

Mr P has an account with Barclaycard and has been a customer for many years.

Mr P has told us that he has dyslexia and another condition which makes communicating using traditional means, such as written letters, challenging. He says he shared this information with Barclaycard when he first opened an account. In addition, Mr P has told us that he had a throat operation in the second half of 2024 as a result of which he was unable to speak for several weeks and even now struggles with long conversations. He's also told us that he spent time in hospital and staying with family as he recovered.

Mr P says he ordered a stand-up desk and accessories in July 2024 from a merchant he'd happily used before. He used his Barclaycard credit card to pay. He says he contacted the merchant twice – firstly to check when his order was due to arrive and secondly after he'd assembled the desk once it arrived to say it didn't work properly. He says the merchant stopped speaking to him after he'd sent photos and videos showing that the desk wasn't working properly and that the merchant also refused to send him a copy of the messages he'd sent to their technical desk. He contacted Barclaycard to make a section 75 claim because of this. He says that Barclaycard initially refunded his money but then reversed the refund saying that the merchant had claimed he hadn't been in contact. Mr P complained saying that he'd sent Barclaycard evidence showing that he'd contacted the merchant. He also said that he'd told Barclaycard about his throat operation and that it meant he couldn't speak and wasn't at home so needed to communicate by email rather than phone or post. He complained that Barclaycard kept on asking him to call customer services and kept on sending correspondence to his home address despite this. Finally, he complained that Barclaycard hadn't been clear what evidence he needed to send in to support his claim.

Barclaycard looked into Mr P's complaint and said that it was unable to uphold it as it had followed its processes. In particular, Barclaycard said that it couldn't communicate fully with Mr P via email until it had spoken to him in order to set up a secure gateway. Mr P was unhappy with Barclaycard's response and complained to our service. Barclaycard agreed to re-open his section 75 claim but, according to Mr P, stopped looking into his claim because he complained to us.

One of our investigators looked into Mr P's complaint and didn't recommend that it be upheld. They said that Barclaycard had given Mr P the option of using its online claim form to submit his dispute and its document upload facility. They said that Mr P had been able to use these methods to submit his claim, so it didn't look like he'd been disadvantaged. They also said that Barclaycard had given Mr P additional time to submit his claim and that this was an adjustment that was reasonable.

Mr P wasn't happy with our investigator's recommendations and asked for his complaint to be referred to an ombudsman for a decision. His complaint was, as a result, passed to me.

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.

Earlier on this month I issued a provisional decision upholding this complaint. In that decision, I said the following:

> "I've spoken to both sides about this complaint and, in particular, to Barclaycard about whether or not it would be willing to consider the section 75 claim that it re-opened and then paused saying that we'd become involved. I asked Barclaycard about this because, based on the evidence that Mr P has sent me, it looks like all of the requirements of a section 75 are likely to be met. Barclaycard's response was disappointing – it twice said that the information I'd sent with my email was the same information Mr P had sent in August 2024 despite the fact that my email contained new information suggesting, amongst other things, that the problem Mr P had with his desk is a known issue about which other customers have complained. Barclaycard's response also suggested that it still believes – despite evidence to the contrary – that Mr P didn't contact the merchant to resolve the problem and that he's complaining that not all parts of the order have been supplied. I can understand why Barclaycard thinks that might be the case – there was a point at which Mr P said he wasn't sure if all of the parts of the order had been supplied – but it's clear from the evidence that his complaint is that the desk once assembled got stuck in the "up" position, that the desk is faulty and that this is a known issue about which other customers have complained. I accept Mr P's evidence that he contacted the merchant about this and spoke to its technical support team – the chat for which isn't saved or accessible after the session closes – and sent photos and videos to evidence his claim. In their view, our investigator highlighted the fact that the dispute had started off as a dispute about potentially missing parts and had moved on to a claim that the desk was faulty. Barclaycard's response is even more disappointing in that light."

I issued my provisional decision as I wasn't able to resolve this complaint informally. In it, I went on to say the following:

> "I'm satisfied that Mr P bought a stand-up desk and accessories in July 2024 using his credit card. He made two payments – one for just under £820 and another for just over £340 – because the purchase was processed as two separate orders. I'm also satisfied that he sent the merchant photos and videos evidencing that the desk he received was faulty but he doesn't have a copy of that correspondence anymore. Mr P has, however, been able to recover and send two of the photos to me – but not the videos (he's explained why) – and has, in addition, sent me evidence that I'm satisfied shows that the problem Mr P had with his desk is a known issue about which other customers have complained. I think this evidence – in conjunction with the second online dispute form he sent in which makes it clear he's claiming that the desk is faulty rather than that parts are missing – should be enough to satisfy a section 75 claim. So, unless Barclaycard can give a good reason as to why Mr P's section 75 claim shouldn't have succeeded had it gone ahead with the claim after re-opening it, I'm going to require Barclaycard to pay Mr P's section 75 claim."

I then went on to deal with Mr P's complaint that Barclaycard hadn't made reasonable adjustments amongst other things. In relation to that I said:

> "I'm satisfied that Mr P has dyslexia and another condition which makes communicating using traditional means, such as written letters, challenging. I'm also satisfied that he shared this information with Barclaycard when he first opened an

account. I can see that Barclaycard had recorded his preferred method of contact as his mobile phone which is how Mr P preferred to be contacted before his throat operation. I haven't necessarily seen evidence that Mr P told Barclaycard that he struggles with long letters, but I accept he likely does. More importantly, I'm satisfied that Mr P had a throat operation in the second half of 2024 as a result of which he was unable to speak for several weeks and even now struggles with long conversations. And that he spent time in hospital and staying with family as he recovered. I can see he told Barclaycard this on a number of occasions – and asked for adjustments to be made – despite which Barclaycard continued to ask him to phone and continued to send correspondence to his home address. I can also see that Barclaycard at one point said that it could only fully communicate with Mr P once it had spoken to him on the phone in order to set up secure messaging. I can understand why Barclaycard would want to be sure it was speaking to Mr P and why it would have to be careful about recording sensitive information about him without checking it had his consent, but in this case I'm satisfied that Barclaycard had been talking to Mr P about his dispute and all he'd asked Barclaycard to do was to make adjustments for him to take account of the fact that he wasn't able to use his normal preferred method of communication so that he could talk to Barclaycard about his dispute. I don't think it was helpful telling him – when he shared the fact that he couldn't speak on the phone – that the only way to arrange a different method of communicating was to first speak on the phone. I can see this happened multiple times too. In short, for the reasons just given, I agree that Barclaycard should and could have done a lot more to help given Mr P's circumstances. Its failure to do so has clearly caused Mr P considerable distress and inconvenience and meant his dispute has dragged on. In the circumstances, I'm minded to require Barclaycard to pay him £500 in compensation in addition to requiring Barclaycard to pay Mr P's section 75 claim."

Both parties were invited to reply to my provisional decision and both did. Mr P accepted. Barclaycard didn't. Barclaycard again said that none of the information I had sent was new. And it also said I appeared to be asking it to make adjustments for Mr P before he'd mentioned his throat operation and the fact that he was unable to speak. I replied to Barclaycard with evidence showing that Mr P had mentioned his throat operation in August 2024 and the fact that this meant he was unable to speak on the phone and evidence showing that Barclaycard had throughout September and October 2024 – when it was still dealing with Mr P's claim – kept on insisting on Mr P calling / speaking to him on the phone including Barclaycard's insistence that it could only fully communicate with Mr P by email once it had spoken to him on the phone in order to set up secure messaging.

Having considered everything both parties have said, I'm satisfied that Barclaycard hasn't given a good reason as to why Mr P's section 75 claim shouldn't have succeeded had it gone ahead with the claim after re-opening it. I'm, therefore, going to require Barclaycard to pay Mr P's section 75 claim. I also remain of the view that Barclaycard should and could have done a lot more to help given Mr P's circumstances. And that its failure to do so caused Mr P considerable distress and inconvenience and meant his dispute dragged on. And that £500 in compensation would be a fair award.

Putting things right

Based on everything I've said, I'm going to require Barclaycard to pay Mr P's section 75 claim and £500 in compensation.

My final decision

My final decision is that I'm upholding this complaint and require Barclays Bank UK PLC trading as Barclaycard to:

- refund Mr P’s £1,157.90 payment made using his credit card; and
- backdate the refund to the date of payment, so that any interest or charges resulting from it are also refunded. If Mr P has paid the balance, Barclaycard should make the refund directly and add 8% simple yearly interest from the date of payment to the date of the refund.

In addition, I require Barclaycard to pay Mr P £500 in compensation for the distress and inconvenience he’s been caused.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P to accept or reject my decision before 22 August 2025.

Nicolas Atkinson
Ombudsman