

## The complaint

Mr S complains about the administration of his Marks & Spencer Financial Services Plc credit card.

## What happened

In August 2025, Mr S contacted M&S about a transaction on his credit card which he wanted to dispute; he was unhappy with the length of time he had to spend on the phone, and the communication from M&S which he'd found confusing.

Mr S complained, and M&S agreed to uphold his complaint in part. It noted some minor service issues, largely that it could've done better when speaking with Mr S on the phone. It applied a £20 credit to Mr S' credit card to acknowledge the inconvenience. Moreover, M&S also agreed to cover the remainder of the transaction which Mr S wanted to dispute; he'd already received a partial refund from the merchant, so M&S made up the difference to ensure Mr S didn't lose out.

Mr S, though, wasn't satisfied with that, and he contacted this Service. Essentially, Mr S wasn't happy with the amount of compensation he'd been paid; he thought £50 would be more appropriate. An Investigator here reviewed what had happened, but they didn't think M&S needed to do anything more. In the circumstances, the Investigator thought M&S had arrived at a fair and reasonable outcome. Mr S disagreed, he wanted to know how M&S had calculated its compensation offer; he also, just generally, thought it wasn't enough.

As no agreement has been reached, the complaint has now been passed 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.

Having done so, I must say that there's very little I can add to what our Investigator has already explained.

Simply put, the "right amount" of compensation isn't an exact science; it isn't based on hourly rates of pay, a one-size-fits-all formula, or a specific process. I noted that Mr S feels the benchmarks for compensation are subjective and, broadly speaking, he's not wrong about that. The value Mr S puts on a particular event is specific to him alone.

Our Service has more information on our website should Mr S want to review it, but as a general overview we set compensation bands; these range from errors which cause mild annoyance and frustration – to sustained distress, or even extreme impact. In my view, Mr S' issue here falls firmly in the first band; he experienced some inconvenience and, I'm sure, annoyance. But I'm not persuaded, in the round, that it amounted to anything more significant than minor frustration; slightly more than might be expected from day-to-day life.

Fundamentally, in the circumstances before me here, I see no justification to require M&S to increase its compensation offer to £50. Rather, I think M&S has appropriately acknowledged that it could've handled some aspects of its interaction with Mr S better than it did; it's paid some compensation – at a reasonable level – to acknowledge that, *and* it's also covered the remainder of the transaction Mr S wanted to dispute. I think that's more than enough to constitute a fair and reasonable resolution to this matter. So, it follows that I don't require M&S to do anything more and I don't uphold this complaint.

## My final decision

My final decision is that I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 November 2025.

Simon Louth **Ombudsman**