

The complaint

Mr E is unhappy with how Barclays Bank UK PLC trading as Barclaycard (“Barclaycard”) dealt with his claim for a transaction on his credit card. He is also unhappy with the service he received from Barclaycard.

What happened

The parties are familiar with the background of this complaint, so I will summarise here, which reflects my informal remit.

In June 2025 Mr E ordered a burger from a restaurant. He said that when it arrived it didn't match the image shown on the menu and was of poor and unsafe quality. The burger cost £13.69 and the total bill was £34.50.

Mr E contacted Barclaycard to request a refund when he was unable to resolve this with the restaurant. He understood that Section 75 of the Consumer Credit Act 1974 (Section 75) didn't apply, as the purchase price was below £100, but he wished to raise a chargeback for £34.50. On 10 June 2025, he completed the dispute form and provided supporting documentation, including a copy of the menu which stated that photography was for guidance only.

Mr E attempted to contact Barclaycard using the chat function on its app. Although the service status indicated that the chat service was working, Mr E said it could not be accessed. He said when he tried to use it, he received a message stating that the service was unavailable while changes were being made.

On 15 June 2025 Barclaycard wrote to Mr E to say it was unable to make representations on his behalf because food items are perishable in nature.

On 18 June 2025 Mr E contacted Barclaycard by phone. During the call, the advisor explained the outcome of the dispute, as Mr E said he hadn't received Barclaycard's letter. Mr E asked for a complaint to be raised in relation to two issues: the outcome of the chargeback and the online chat facility not working. While he was told the outcome of the chargeback would be treated as a complaint, he was unhappy that the chat facility issue was referred to as a concern, rather than a formal complaint requiring a written response.

On 24 June 2025, Mr E contacted Barclaycard again. He reiterated both complaint issues and explained that he experiences anxiety when talking to Barclaycard and preferred not to have to call back. He also said that the chat function was still not working. The advisor confirmed that both issues had been logged, but he wouldn't be receiving a letter about the chat function as the system was showing that the correct action had been completed. The advisor provided Mr E with an alternative contact number if he required anything further regarding that specific matter.

On 30 June 2025 Barclaycard issues its final response. It said it had acted fairly and consistently in relation to the dispute outcome. In relation to the unavailability of the chat function, it said this was due to a business decision to update the service, and that Mr E

could contact Barclaycard by writing or visiting a branch. Barclaycard also said its website was working as intended.

When one of our investigator's reviewed the case, they said Barclaycard had acted fairly when dealing with the chargeback claim, as disputes about quality of food weren't valid under the VISA dispute rules. In relation to the service issues, the investigator considered the £125 compensation offer by Barclaycard to be fair.

Mr E didn't agree. In summary he said that:

- He made Barclaycard aware that phone calls caused him significant distress, and that online chat was his reasonable adjustment.
- When the chat service was unavailable, he was left without an accessible way to contact Barclaycard, which he said was inconsistent with the FCA's Consumer Duty and the requirement to properly consider the treatment of vulnerable customers.
- Barclaycard hadn't provided evidence to show the webchat service was functioning, and he felt it was unfair to place the evidential burden on him.
- The £125 offer didn't take into account the full scope of his complaint. This included Barclaycard's refusal to log a complaint (which he considered was a breach of the FCA DISP rules), the lack of accessible communication and the distress this caused, his vulnerability, wider procedural issues and the material impact this had on him.

As Mr E remained unhappy, the case has been referred to me to make a 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.

In considering what is fair and reasonable, I need to have regard to the 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. This includes the FCA's Consumer Duty.

Whilst I've read and considered everything, if I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. This is not meant as a discourtesy but rather reflects my role of resolving disputes with minimum formality.

I recognise that Mr E found this situation stressful, particularly given his anxiety and his preference for communicating via the app chat service. I agree that some aspects of Barclaycard's service fell below what Mr E should reasonably have expected. However, for the reasons I explain below, I'm satisfied that Barclaycard's offer of £125 is fair to put things right.

The chargeback dispute

I understand Mr E's dissatisfaction with the food he received and that he felt it was misrepresented and unsafe. I also accept that he acted promptly in raising the issue with Barclaycard and providing supporting evidence.

However, the ability to raise and pursue a chargeback is governed by card scheme rules. Disputes relating to the quality of food received from eating places or restaurants aren't valid under the Visa scheme rules, so had a chargeback been raised, I don't consider it would've had a reasonable prospect of success. In these circumstances, I'm satisfied that Barclaycard didn't act unfairly or unreasonably in declining to pursue a chargeback on Mr E's behalf.

Section 75

Mr E was correct in his understanding that a transaction below £100 isn't covered by Section 75. Barclaycard therefore didn't act unfairly by not considering a Section 75 claim.

Access to online chat and communication issues

From the available evidence, it appears that Mr E wished to primarily use the chat function to follow up on the chargeback outcome and subsequently, to ensure that his two concerns were properly recorded as complaints. I appreciate that the unavailability of the chat service would've been frustrating and distressing for him, particularly given his anxiety and his preference for this method of communication.

Mr E raised the chargeback on 10 June 2025, and Barclaycard issued its outcome on 15 June 2025. Although Mr E says he didn't receive this letter at the time, he contacted Barclaycard by phone on 18 June 2025. During that call, he was informed of the chargeback outcome and the reasons for it. While I recognise that speaking by phone was not his preferred method of communication, I am satisfied that he was provided with the information he was seeking at that point in relation to the chargeback.

I've also considered Mr E's dissatisfaction with how this call was handled. From the available evidence, it appears that there were some issues with the line quality, which may have made the conversation more difficult for the advisor to understand. However, I'm satisfied that Mr E made clear his dissatisfaction and his wish to raise complaints about both the chargeback outcome and the unavailability of the chat service. While both matters were ultimately logged, I consider that had they been clearly recorded as complaints at that stage, Mr E may not have needed to contact Barclaycard again. I accept that the need to contact Barclaycard again would have been inconvenient for him.

During the subsequent call on 24 June 2025, I am however satisfied that the adviser made reasonable efforts to assist Mr E. This included providing information about the two complaint issues and exploring whether access to the chat function could be made available to him again. Although I appreciate that Mr E was unhappy to remain on the call due to time constraints, I'm satisfied that the adviser did what he reasonably could to assist Mr E during that call.

Mr E has provided screenshots showing difficulty accessing the messaging chat function during this period, and I don't doubt that this was his experience. Barclaycard has explained that the in-app chat function was unavailable due to a business decision to update the service, although other contact channels remained available. I consider that it would have been helpful for Barclaycard to more clearly signpost those alternative channels when Mr E said he couldn't access the chat facility.

But I do note that the screenshots Mr E has provided show that he was already able to view information, within the app, about which services were available. Though, I accept that this page indicated the app itself was working normally, when in fact the chat function within the app wasn't accessible. I appreciate that this may have led Mr E to believe that he would be unsuccessful if he attempted to use the other communication channels.

That said, I haven't seen persuasive evidence to show that Mr E did attempt to use the other available contact methods and was then unable to do so. This includes the web-based chat facility, which would have operated in a similar way to the in-app chat, as well as other options such as visiting a branch.

While I don't doubt what Mr E has said and I accept that the temporary loss of the in-app chat made the process more inconvenient than it should have been, in the absence of evidence that the alternative channels were also unavailable, I can't reasonably conclude that Barclaycard left Mr E without any means of contact during the relevant period.

Logging Mr E's complaints appropriately

During the call on 18 June 2025, Mr E made it clear that he wanted to raise two complaints. I accept that the way Barclaycard distinguished between logging one issue as a complaint and the other as a "concern" was confusing and would've contributed to Mr E's frustration. I consider it should have been apparent from what Mr E said that he wished to raise a complaint about both issues.

That said, both issues were ultimately logged, and Barclaycard issued a final response within the required eight-week timeframe. As a result, I'm not persuaded that Mr E suffered a material loss because of how the complaints were initially recorded, and he was also still able to refer his complaint to our service within that time too.

Vulnerability and reasonable adjustments

I've given careful consideration to Mr E's comments about anxiety and his communication preferences. I can see that during the calls on 18 June and 24 June 2025, Mr E explained that he found phone calls difficult and that he preferred to communicate using the chat function. Barclaycard has confirmed that a vulnerability marker was added to his account on 28 June 2025.

I understand why Mr E feels that his preference for online chat should have been taken into account as part of the way Barclaycard communicated with him. During the first call, he said that he preferred to use the chat function rather than speak by phone, due to past experiences. During the second call, he explained more specifically that phone calls caused him anxiety. However, I haven't seen evidence that during either call, Mr E made a specific request for particular reasonable adjustments to be put in place that Barclaycard then failed to act on. That said, I accept that the first call on 18 June 2025 could have been handled better, particularly in terms of explaining how his concerns were being recorded and what would happen next.

I can however see that during the second call, the adviser was actively trying to assist Mr E, including checking the availability of the chat function and exploring whether access could be restored. Although the in-app chat service was temporarily unavailable, the status information available to Mr E showed that the other communication channels remained open. Through these channels, Mr E would still have been able to obtain the information about the chargeback outcome and raise his concerns.

Overall, while I don't consider that Barclaycard acted unreasonably in its handling of a reasonable adjustment request, I do accept that the combination of the initial call handling and the temporary unavailability of the in-app chat function made the experience more difficult and frustrating for Mr E than it should have been. I also consider the advisors could have done more to make Mr E aware of the other communication channels that were still available to him at the time. I've taken this into account when considering the level of compensation offered.

Regulatory concerns

Mr E also raised concerns about possible breaches of DISP and other regulatory requirements. However, we aren't the regulator, and our service can't impose fines or punish businesses. That responsibility sits with the Financial Conduct Authority. My role instead, is

to decide what's fair and reasonable in the circumstances of this individual complaint which is what I have done here.

And taking everything into account, I think Barclaycard's offer of £125 is fair and reasonable. I consider it appropriately reflects:

- the inconvenience caused by the temporary unavailability of the chat function
- the lack of clarity around how Mr E's complaints were logged and explained
- the frustration and distress this caused, particularly in light of his anxiety

Had Barclaycard not already made this offer, I would have recommended compensation in this region. I don't consider the overall impact on Mr E to warrant a higher award, particularly as he did receive a final response within the required timeframe and was able to access the information, he was seeking, through the other communication channels that were still available to him.

My final decision

Barclays Bank UK PLC trading as Barclaycard has already made an offer to pay £125 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Barclays Bank UK PLC trading as Barclaycard should pay £125.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 6 February 2026.

Farhana Akhtar
Ombudsman