

complaint

Miss D complains about the way Barclays Bank UK PLC handled her chargeback claim.

background

Miss D purchased a wig in November 2018 for £459. Although she was initially happy with the wig, after approximately one week she found faults with it. She was unable to resolve the issue with the seller so she raised a chargeback claim with Barclays on 15 November 2018.

Miss D says she was given conflicting information by Barclays about whether she should send the wig back to the seller. She's also unhappy that Barclays failed to keep her advised of the progress of her claim and that it lost the evidence she sent in.

In its final response, Barclays acknowledged that Miss D had contacted them several times between November 2018 and January 2019 to ask about the progress of her claim. It says it can't say why the evidence sent in by Miss D wasn't received, but says it received it the second time she sent it on 14 January 2019. By this time, the 30 day time limit had expired so the claim was closed.

Barclays offered Miss D £25 for the inconvenience caused and £25 call costs. Miss D wasn't happy with the bank's response and complained to this service. She wants a full refund of the price of the wig.

Our investigator upheld the complaint. She said she was satisfied that Miss D posted her evidence to Barclays in time, and felt it more likely that the evidence had been lost by Barclays. The investigator thought the chargeback would've been successful and recommended that Barclays reimburse Miss D the price of the wig.

Barclays didn't agree. It said Miss D had raised a chargeback because she wasn't happy with the quality of the wig. It said that evidence provided by the merchant indicated that Miss D was happy with the quality of the wig when she received it, and that because this was an item which required care to keep it in good condition, it was likely that the quality issues had arisen whilst the wig was in Miss D's possession.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Miss D says she posted her evidence to Barclays on 11 December 2018, which was within the 30 day timescale. Barclays says it didn't receive it.

I've looked at the evidence which Miss D sent in. It's very well prepared. I can also see that Miss D confirmed to Barclays via online chat that she was sending her evidence on 11 December 2018. I've got no reason to believe that Miss D didn't send her evidence on 11 December 2018. It's possible that it went missing in the post but I think this is unlikely. I think it's more likely that the evidence reached Barclays's mail centre and then got lost.

Barclays has said it closed the claim because the evidence wasn't received within the 30 day time limit. This means the claim hasn't actually been considered on its merits. So I've

considered what's more likely to have been the outcome if Miss D's evidence had been taken into account along with that of the merchant.

Barclays says that the merchant's evidence led it to conclude that the chargeback claim would've been successfully defended. It says the evidence suggests that the wig was in Miss D's possession for some time before any faults were reported, and that Miss D had been happy with the wig on delivery.

I've thought about these points. In relation to Miss D being happy with the wig on delivery, I don't think this is conclusive evidence that the wig was of satisfactory quality. It's very often the case that faults with products don't become apparent until the product has been used. I'm not persuaded that an initial expression of contentment on delivery amounts to evidence that any faults with the items developed afterwards.

In relation to the wig being in Miss D's possession for some time before the fault was reported, it's pertinent that Miss D reported the fault to the seller first. This happened within a week of delivery. So it's not correct to say that Miss D was in possession of the wig for almost a month before she reported any faults. Even if a wig is an item which requires care to keep it in good condition (and I've seen no evidence to support that assertion), I wouldn't expect a wig to become faulty after only a week.

I appreciate that the merchant's terms and conditions say that custom made items can't be returned. However, if an item is faulty, or is of unsatisfactory quality, the merchant's terms and conditions can't override statutory rights and remedies.

Taking into account all of the available evidence, I think Miss D's chargeback claim would've been successful. It's no longer possible for Miss D to pursue the chargeback claim. But because I'm satisfied that Miss D provided her evidence within the time limit, I think the bank should put Miss D in the position she would have been in had the claim been allowed. Therefore, Barclays should reimburse the purchase price of the wig.

my final decision

My final decision is that I uphold the complaint. Barclays Bank UK PLC must reimburse Miss D the sum of £459.00. This is in addition to the compensation already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 7 June 2019.

Emma Davy
ombudsman