

complaint

Ms L complains that Barclays Bank PLC, trading as Barclaycard, will not refund to her the money that she paid for a coat on an online auction site.

background

Ms L paid £260 for a coat in November 2013 on an online auction site. She made the payment using her Barclaycard to a payment services provider. The coat was not authentic so she asked Barclaycard to refund the payment to her. She was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that Barclaycard was not required to make a chargeback as there was no reasonable prospect of the chargeback being successful. She also concluded that the debtor-creditor-supplier relationship required for a claim under section 75 of the Consumer Credit Act 1974 was not present because Ms L's payment was made to a payment services provider and not the seller of the coat.

Ms L has asked for her complaint to be considered by an ombudsman. She says, in summary, that it was her understanding that the coat was genuine and that the auction site's policy prohibits the sale of counterfeit items. She also says Barclaycard did not tell her to return the coat to the supplier.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Under the card scheme rules, there are provisions for disputed transactions to be charged back from the supplier in certain situations. The scheme rules set out the reasons that a chargeback claim may be made. One such reason is that the goods were not as described - in which case the goods must be returned to the seller. Ms L wore the coat for three months before discovering that it was not as described and she was unable to return it to the seller. In those circumstances, I consider that it was reasonable for Barclaycard to decide to not make a chargeback claim as the claim would have been defended by the supplier and there was no reasonable prospect of a chargeback being successful.

Ms L would have been able to make a claim against the payment services provider but the period in which such a claim could be made had expired by the time that Ms L discovered that the coat was not as described.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there has been a breach of contract or misrepresentation by the supplier. One of those circumstances is that there must be a direct relationship between the debtor (in this case Ms L), the creditor (in this case Barclaycard) and the supplier (in this case the seller of the coat). However, Ms L made a payment using her Barclaycard to the payment services provider. There is therefore no direct relationship between Barclaycard and the seller of the coat and the required debtor-creditor-supplier relationship is not present. Ms L's claim against Barclaycard under section 75 cannot succeed in these circumstances.

For these reasons, I am not persuaded that it would be fair or reasonable for me to require Barclaycard to refund the cost of the coat to Ms L.

my final decision

My decision is therefore that I do not uphold Ms L's complaint.

Jarrold Hastings
ombudsman