

The complaint

Mr A is unhappy that Barclays Bank UK PLC (Barclays) didn't pursue his chargeback dispute, in respect of a payment he made to a hotel on his debit card.

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision. I said:

"In December 2022, Mr A made a booking for a hotel stay in Morocco. He was debited £593.65 for the stay that was due to take place between 13 and 22 December 2022.

Mr A says that he raised several concerns with the hotel room he was provided. These included the room being unclean and having clogged and leaking sinks. As a result, Mr A asked for compensation to reflect the stay falling below expectations. The hotel confirmed no compensation would be provided. Therefore, Mr A contacted Barclays to see if it could assist further.

Barclays raised a chargeback dispute and Mr A was given a temporary refund for the full cost of his stay. The hotel however defended the chargeback and provided evidence to support its defence. Given this, Barclays asked Mr A to provide a response within 10 days. Mr A contacted Barclays and confirmed he wished to continue the dispute. Mr A was given an email address to provide his response and further evidence to. Mr A says he did email Barclays with what it had requested to consider the chargeback further. However, the email address given to him by the Barclays advisor was incorrect.

Barclays have said that as no response was received, the temporary refund was removed. Mr A raised a complaint and Barclays issued its final response on 20 March 2023. In this Barclays said it had provided an incorrect email address and to apologise for the inconvenience this caused, paid Mr A £75. Barclays said it was now out of time for it to re-challenge the chargeback. But it said it would've investigated further, had Mr A forwarded the original email to show he did respond inside the 10-day deadline. Barclays said the emails Mr A sent didn't contain the original email and the dates were inconsistent. Therefore, it wouldn't be taking the matter further.

Unhappy with Barclays' response, Mr A brought his complaint to our service. One of our investigators considered the complaint and concluded Barclays didn't need to do anything further. She said she was satisfied Mr A did email Barclays inside the 10-day timeframe. But that given the evidence and chargeback rules, she didn't feel the chargeback would've likely succeeded. Therefore, she said the £75 it had already paid was fair and reasonable.

Mr A responded and said the complaint wasn't about whether the chargeback may or may not have been successful, but that Barclays' error meant he lost the opportunity for it to be considered with the additional evidence he sent in time. The investigator acknowledged this but maintained that as she felt the chargeback wouldn't have been successful, the error hadn't caused any financial loss and the £75 was reasonable for what had happened.

After some further responses along similar lines from both Mr A and the investigator, the complaint has been passed to me to decide.

What I've provisionally decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of the complaint. I would like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr A's dispute here is that the service he received was defective. So, I think Barclays did raise the chargeback correctly. The hotel's response to the dispute about the room being defective appears to just be evidence that Mr A stayed there. I feel this a weak defence considering the actual dispute being raised against it. Given this, Barclays could've challenged further, without requesting additional comments/evidence from Mr A.

But in any event, having looked at the evidence, it does appear that Mr A emailed Barclays further evidence to support his dispute and did so inside Barclays' 10-day deadline. I also note that before the chargeback was initially raised, Mr A advised Barclays he had further supporting evidence he could provide. Barclays could've requested this first, to ensure the chargeback had the best chance of being successful.

Given this, I'm satisfied Barclays didn't robustly pursue the chargeback dispute here for Mr A. Had Barclays done so, I don't know what the hotel may've provided further to defend its position. So, it's difficult to say what the outcome of the chargeback may've been. Mr A would've likely only ever received a partial refund in the event the chargeback succeeding, But Barclays' actions have meant that Mr A has now lost the opportunity to find out.

Barclays paid Mr A £75 for the inconvenience caused by its poor service and for it providing an incorrect email address. Mr A has also suffered additional distress due to his dispute not being pursued further and the lost opportunity for this to now happen. I believe Barclays should pay a further £75 to compensate Mr A for this. This takes the total award to £150 which I feel is fair and reasonable in the circumstances of this complaint."

Both Barclays and Mr A confirmed they were willing to accept the provisional 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.

As both Mr A and Barclays have accepted my provisional decision, and neither party has provided any new information for me to consider, I see no reason to depart from the conclusions set out in my provisional decision.

Putting things right

To settle this complaint, Barclays should do the following:

- Ensure Mr A receives compensation totaling £150 for the distress and inconveniences this matter has caused him.

My final decision

I uphold Mr A's complaint and require Barclays Bank UK PLC (Barclays) to put things right for Mr A as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 January 2024.

Paul Blower
Ombudsman