

## **The complaint**

Mr E has complained that Barclays Bank UK PLC, trading as Barclaycard, will not process a refund for a transaction with a hire car company.

## **What happened**

Mr E hired a car, and had a rental voucher from a third party which he's explained included insurance. But when he went to the car rental desk, he was asked to pay for insurance. He did so, reluctantly, but would like Barclaycard to refund the amount he paid for this insurance, as he feels it was an overpayment.

As Barclaycard didn't agree, Mr E brought his complaint to our service. One of our investigators looked into what had happened. Having done so, she didn't recommend that the complaint should be upheld, as she was satisfied that Mr H had authorised the payment and that it was genuine.

Mr E disagreed. He feels he has paid twice for basic insurance cover, which is unfair and unscrupulous. He only agreed to pay it because his wife witnessed what was said.

The complaint's now been passed to me.

## **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'm not upholding it. I know this will be disappointing to Mr E, but I'll explain why. Although I've considered all of the submissions made, I won't refer to every one here. This isn't intended as a discourtesy. Rather, I've discussed what I consider goes to the heart of the complaint.

I'm satisfied that it was reasonable of Barclaycard not to raise a chargeback. This was because Mr E was aware of what he was paying for and he verified the transaction using his PIN. The chargeback scheme is voluntary, but I'd expect a business to raise one if there was a reasonable chance of success. Here, I'm satisfied there wasn't.

Barclaycard also explained it couldn't refund Mr E under section 75 of the Consumer Credit Act 1974. This was because there's no evidence of breach of contract or misrepresentation. I agree. There's no evidence that there was any breach of contract, or that Mr E wasn't getting the cover he was paying for. For there to be a misrepresentation, it would need to be the case that Mr E would not have entered into the agreement, had he known that something that had been said/agreed to was untrue. This isn't the case here. He decided to go ahead with the transaction, because he's explained he wanted to get to the car and get out of the heat. Whilst I can understand this, it's still the case that he agreed to the transaction at the time. Although it was quite possibly a 'bad bargain', this isn't something I can fairly require Barclaycard to reimburse him for.

**My final decision**

For the reasons given above, and despite my sympathy for Mr E's situation, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 16 November 2023.

Elsbeth Wood  
**Ombudsman**