

The complaint

Mrs H complains about the administration of her Marks & Spencer Financial Services Plc credit card.

What happened

Mrs H holds a credit card with M&S.

On 8 February 2023, she contacted M&S to ask that it refund part of a recent manual payment she'd made. Mrs H had mistakenly paid £1,500 towards her credit card, and she asked for £1,000 of it to be sent back to her bank account. There was some confusion during the call, and Mrs H ultimately ended up asking that the full £1,500 be returned to her.

Unfortunately, though, given the general confusion, the advisor Mrs H spoke with misunderstood her request. So, instead, M&S refunded £1,928 – which was an entirely separate amount, recently returned to Mrs H's credit card by a third-party retailer.

Shortly after, on 10 February, Mrs H contacted M&S again. During this call, she asked for another amount, £963.51, which was her in-credit balance at the time of the call, to be returned to her bank account. That request was duly processed by M&S.

On 13 February, Mrs H contacted M&S a third time. She'd now realised that £1,500 hadn't been returned to her bank account as she'd requested. M&S processed her request for a £1,500 refund correctly after this third call.

Mrs H complained about what had happened and, in response, M&S explained that it had now processed all refunds. It also clarified that when customers request refunds from their credit card account, the balance would be amended. Finally, M&S apologised for getting some things wrong; it said it had added a credit of £30 to Mrs H's credit card account, in recognition of the inconvenience it had caused.

Mrs H wasn't happy with the response from M&S. Specifically, she didn't think it had worked out her credit card balance correctly after the refund of £963.51. So, she brought her complaint to this Service.

An Investigator here looked at what had happened and, overall, he said he couldn't see that M&S had done something wrong. In summary, the Investigator said:

- Mrs H had confirmed that the money, £963.51, had indeed been sent back to her bank account.
- From reviewing the February 2023 statement, credits and debits to Mrs H's account seemed to be recorded accurately – including the refund of £963.51.
- It's clear there had been some confusion, but M&S had accepted things hadn't gone as well as they could have, and it had paid Mrs H some appropriate compensation.

Mrs H disagreed, she maintained that M&S hadn't correctly adjusted her overall balance after the refund of £963.51. So, as no agreement has been reached, the complaint has been passed to me to decide.

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, while I know this will disappoint Mrs H, I have to say that I can't see M&S has made a mistake here. So, it follows that I don't think her complaint should be upheld.

As I understand it, the crux of the matter is that Mrs H doesn't think M&S correctly worked out her credit card balance after it processed the refund of £963.51. So, that's what I've focussed on in this decision.

It's quite possible that there's been some confusion caused by numerous credits and debits. That's understandable, particularly given Mrs H was continuing to spend on her credit card at the same time as several refund requests were being processed.

I've looked at what happened in February 2023. Early in the month, certain credits – like some manual payments made by Mrs H, and a large refund from a third-party retailer to her account – caused a credit balance on Mrs H's credit card account.

When Mrs H called on 10 February, she was told her balance was £963.51 *in credit*. She asked for that amount to be sent to her, a perfectly reasonable request, and I'm satisfied that it was. The credit card statements show me a refund for that amount was processed on 13 February, and indeed Mrs H has confirmed that she did receive the money.

Although it isn't for this Service to perform an actuarial role; I have broadly reviewed the credit card statements which have been provided. From what I've seen, £963.51 was returned at Mrs H's request and, around the same time, she also made some purchases. Mrs H has said £963.51 wasn't correctly "deducted" from her credit card balance – but I've followed the transactions, both credit and debit, and the end balance shown doesn't seem to me to be incorrect. Instead, credits and debits appear to have been applied correctly to Mrs H's credit card account.

I know how strongly Mrs H feels about this matter. So, if she still maintains that something isn't right, she can instruct another appropriate party to review her statements and take things further – if she wishes to do so. But in my view, based on the information I have, I'm not persuaded that M&S has made a mistake here. It follows that I can't reasonably conclude that M&S did something wrong in this regard.

Aside from that point, it's true to say that M&S didn't handle some aspects of its interaction with Mrs H particularly well. It's acknowledged that, and I've seen that M&S paid Mrs H £30 compensation for the inconvenience she experienced. Overall, in the circumstances, I think that's a reasonable way to recognise the trouble she was caused over a short period of time here.

In closing, I know this isn't the answer Mrs H is hoping for and I am sorry to disappoint her. I'm also sorry to hear of the other matters she's described, and I know it's been a difficult time for her recently. So, may I take this opportunity to wish her and her family all the very best.

For the reasons I've explained, though, based on what I've seen, I can't fairly conclude that M&S did incorrectly administer her credit card. So, I don't require it to take any further action.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 16 January 2024.

Simon Louth
Ombudsman