

## **The complaint**

Mrs S complains that Barclays Bank UK PLC handled her chargeback dispute poorly.

## **What happened**

In April 2023, Mrs S raised a dispute with Barclays concerning a food delivery, which she contended hadn't been received. Barclays raised the dispute with the merchant and advised Mrs S that it could take 6 to 8 weeks to resolve. On 5 May Barclays received a response from the merchant denying that the items had not been delivered. Barclays sent the response to Mrs S for comments. I believe that Mrs S contends that she did not receive that. On 24 May Barclays noted that the dispute had been unsuccessful but also noted that Mrs S had contacted it to complain and that she was expecting a call-back from a manager. As a gesture of goodwill Barclays agreed to refund the amount in dispute.

Mrs S complained that her complaint was closed after the payment of the gesture of goodwill without her being informed. Barclays offered (and I understand has now paid) a further £25 compensation.

On referral to the Financial Ombudsman Service, our Investigator said that Barclays had acted fairly and reasonably and had made a reasonable offer of compensation.

Mrs S did not agree and said that all her points of complaint had not been considered.

The matter has been passed to me for further consideration.

## **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.

The Financial Ombudsman Service acts as an alternative dispute resolution service. Our function is to resolve complaints informally. In assessing Mrs S's complaint I will look at the matter as a whole. Whilst I have taken into account what Mrs S has said, I will not go into every point in detail.

Mrs S initially asked Barclays on 6 April 2023 to set up a chargeback dispute relating to a payment for goods not being delivered. I note that Barclays set up the dispute and informed Mrs S that it would likely take 6 to 8 weeks to resolve. It received a response from the merchant objecting to the chargeback. On 16 May it sent that response to Mrs S and asked her for further information, and its notes set out that she objected to this on 23 May. Some confusion arose as to whether Mrs S had received certain letters from Barclays but she complained and as a result Barclays agreed, as a gesture of goodwill, to pay her the monies in dispute in the chargeback. Mrs S accepted that but didn't realise that her complaint would be closed. She spoke to Barclays over the phone and it offered her a further £25. It said it would have explained the position in a letter but Mrs S had in the meantime referred her complaint to the Financial Ombudsman Service.

Looking at the matter as a whole, I think that Barclays resolved the dispute satisfactorily. I note that the merchant did not agree to refund the money as they asserted that the goods had been delivered. So Barclays could have advised Mrs S that her claim to a chargeback had been unsuccessful, but nevertheless refunded the money itself as a gesture of goodwill.

There was some issue as to whether Mrs S had received a letter from Barclays and she had to call a couple of times chasing up her refund. Also Barclays didn't explain at the time that the refund was intended to resolve her complaint. I think that by refunding the monies involved in the dispute and by paying the £25 compensation, Barclays has acted fairly and reasonably to resolve the matter.

Barclays has told us it has paid the £25 into Mrs S's account. If she hasn't received this, she should contact Barclays directly.

### **My final decision**

As I think that Barclays Bank UK PLC has resolved Mrs S's complaints appropriately, I don't intend to ask it to take any other action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 28 December 2023.

Ray Lawley  
**Ombudsman**