

## **The complaint**

Ms M complains about a decision taken by Barclays Bank UK PLC trading as Barclaycard ("Barclaycard") to decline her claim for a refund, in full or in part, for a number of goods she purchased from a supplier based abroad.

## **What happened**

On 16 May 2021 Ms M entered into an online chat with Barclaycard to establish whether she would be protected if she purchased goods using her credit card. After a number of messages were exchanged between Barclaycard and Ms M Barclaycard advised Ms M to telephone it for further information.

Ms M says that she called Barclaycard as advised. And during this call she was told she would be protected in the event she used her credit card to make a cash advance / money transfer for the goods she was looking to purchase.

Ms M says that on the strength of what she was told by Barclaycard (over the phone) she placed an order for goods from a supplier based abroad and paid £893.41 for those goods on her credit card (by way of a cash advance / money transfer).

Ms M says that she didn't receive all the goods ordered and those that she did receive were faulty.

Following the above Ms M logged a disputed transaction with Barclaycard.

On 12 January 2022 Barclaycard wrote to Ms M to say that it was unable to pursue her claim under section 75 of the Consumer Credit Act 1974 any further for a number of reasons. Unhappy with Barclaycard's response Ms M raised a complaint with it.

On 23 January 2022 Barclaycard issued Ms M with a final response letter ("FRL"). Under cover of this FRL Barclaycard said it wasn't upholding Ms M's complaint that her claim under section 75 of the Consumer Credit Act 1974 should have been upheld.

On 17 February 2023, after it appears that Ms M asked for her claim to be reviewed, Barclaycard wrote to Ms M to say (again) that it was unable to pursue her claim under section 75 of the Consumer Credit Act 1974 any further for a number of reasons.

On 25 February 2023 Ms M complained to our service.

On 25 April 2023 Barclaycard issued Ms M with a (second) FRL. Under cover of this FRL Barclaycard apologised for the service it had provided Ms M after she had asked for her claim to be reviewed and offered £75 in compensation. But it said wasn't upholding her complaint that her claim under section 75 of the Consumer Credit Act 1974 should have been upheld.

Ms M's complaint was considered by one of our investigators who came to the view that it shouldn't be upheld.

Ms M didn't agree and so her complaint has been passed to me for review and 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.

It's clear that Ms M has very strong feelings about this complaint. She has provided detailed submissions in support of his view which I can confirm I've read and considered in their entirety. However, I trust that Ms M will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn't to address every point raised. The purpose of my decision is to set out my conclusions and reasons for reaching them.

I would also point out that where the information I've got is incomplete, unclear, or contradictory, I've to base my decision on the balance of probabilities. And it's down to our service to decide what evidence to 'call for' and what weight is placed on any evidence provided.

It's my understanding that Ms M accepts that she has no section 75 rights in respect of her disputed transaction. But this isn't her complaint. What Ms M says her complaint is that she only made the purchase that she did, in the manner that she did, on the grounds Barclaycard told her that she would be protected in the event the goods she was looking to purchase turned out to be faulty or weren't received.

Before I address Ms M's complaint that she was misadvised by Barclaycard, I would like to make it clear, for the avoidance of doubt, that I'm satisfied that she had no section 75 rights in respect of the purchase she made and for the reasons given by both Barclaycard and the investigator and possibly for other reasons as well.

I will now turn to Ms M's complaint that she should be compensated by Barclaycard for the purchase she made on the grounds she only made that purchase, and in the manner that she did, on being told by Barclaycard that she would be protected in the event the goods she was looking to purchase turned out to be faulty or weren't received.

I don't think Ms M is saying that Barclaycard misadvised her in the online chat she had with it. But for the sake of completeness, I would like to make it clear that having seen what was discussed in this online chat I'm satisfied that Barclaycard didn't misadvise Ms M during this exchange of messages.

Ms M says that she acted on the advice she received in the online chat she had and called Barclaycard. And it was during this placed call that she was told by Barclaycard that she would be protected in the event the goods she was looking to purchase using her credit card turned out to be faulty or weren't received.

Now I accept I can't say for certain Ms M didn't make the call that says she did, but she has been unable to provide any documentary evidence of such a call being made and Barclaycard has confirmed that it has been unable to trace such a call. So, I think I can reasonably conclude, on the balance of probabilities, that Ms M didn't make the call that she says she did.

But even if I was to accept such a call was made, given the complexity around section 75 claims, what my understanding Ms M knew about the proposed purchase and the lack of any detailed contract terms, I'm simply not persuaded, on the balance of probabilities, that Barclaycard would have told her what she says it told her.

I appreciate Ms M will be disappointed by my decision, but taking everything into account, I find that Barclaycard didn't do anything wrong in declining her claim for a refund, in full or in part, for the purchase of goods she made from a supplier based abroad.

I can see that the investigator concluded that even if he was to accept that Ms M was told what she says she was told it still wouldn't be appropriate, for a number of reasons, to uphold her complaint. But given what I say above I need make no finding on what the investigator said in this respect.

I can see that Barclaycard offered Ms M £75 under cover of its (second) FRL and has since paid this sum to her. I've considered the reasons Barclaycard has given for offering and paying this sum and I can confirm that I'm satisfied that this sum is entirely appropriate.

### **My final decision**

My final decision is having paid Ms M £75 Barclays Bank UK PLC trading as Barclaycard need do nothing further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 29 September 2023.

Peter Cook  
**Ombudsman**