

The complaint

Mr A complains that Lloyds Bank PLC (Lloyds) turned down his chargeback request. He would like the cost of a faulty item refunded

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:-

- I do understand Mr A's frustration - he says he bought a faulty TV however from what I have seen he asked the merchant for a refund for a faulty printer. The complaint notes from the merchant state that the item 'wasn't functioning as the lid did not close down' - that seems to confirm to me he was engaging with the merchant about a faulty printer not a TV. So, whilst I appreciate Mr A might not be happy with a TV he bought I am persuaded his request for a refund related to a printer not a TV
- I should explain that the Chargeback Scheme is a voluntary one. Businesses don't have to put in claims or to proceed with them. However, we do expect businesses to pursue claims if there is a reasonable chance of success. Lloyds did pursue the chargeback claim for a printer which is what Mr A told Lloyds he wanted to claim for. I can see from the evidence provided Mr A's claim went to the pre arbitration stage
- The rules for the schemes are set by the scheme providers, businesses have to abide by them. From what I have seen Mr A's complaint failed for a number of reasons. Firstly, as the transaction information provided was for the TV the merchant successfully defended the claim stating Mr A hadn't raised an issue with a TV. Secondly, at pre arbitration stage, the merchant evidenced that transaction was for a TV not for a printer. Whilst that supports Mr A's point it was the TV that was an issue not the printer that isn't what he claimed for. Finally, the scheme rules only allow for one chargeback per transaction. Taking all of this into account I don't think there was anything else that Lloyds could do.
- As I haven't found Lloyds to be at fault I can't reasonably ask it to refund the cost of Mr A's purchase as he would like.

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 Mr A to accept or reject my decision before 12 February 2024.

Bridget Makins
Ombudsman