

The complaint

Mr M complains that Nationwide Building Society failed to pursue his chargeback dispute about undelivered tyres.

What happened

In February 2023 Mr M bought some tyres and paid for them with his Nationwide debit card. He says they were never delivered, and on that basis he raised a chargeback dispute. The merchant defended the dispute, and sent Nationwide a photo of the tyres outside what it said was Mr M's house. Nationwide closed the dispute in the merchant's favour. Mr M appealed; he said the photo did not show his house but some unknown location. He also said that he had not received Nationwide's letter telling him that the dispute had been closed.

Nationwide did not pursue the appeal. Mr M complained about that. Rejecting his complaint, Nationwide told him that he had had 30 days in which to bring the appeal, and he had done so on the 29th day, which had not left Nationwide with enough time to act on it. It added that it was not responsible if the mail had not delivered the letter.

Being dissatisfied with that response, Mr N brought this complaint to our service, but our investigator did not uphold it. He thought that the merchant's evidence was convincing, and so an appeal would not have resulted in a different outcome. He agreed with Nationwide that it had not had enough time to raise an appeal within the time limit, but he thought that was only of limited significance because the appeal would not have succeeded anyway. He found that the letter which Mr N had not received had been sent and had been addressed correctly, so he concluded that it had not been Nationwide's fault that Mr N had not received it.

Mr N did not accept that decision. He asked for an ombudsman to review his case.

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 do not uphold it, for broadly the same reasons as the investigator. I will explain why.

I think the letter and the time limit are red herrings. Even if Mr N had received the letter and had asked Nationwide to appeal much earlier than he did, I don't think that Nationwide would have been wrong to refuse to pursue the chargeback any further. That is because the evidence submitted by the merchant was convincing enough for it to win not only at first instance but also on any appeal that could have been brought. There is not only the photo of the goods delivered (left in a driveway), but also it shows that Mr N's house has been correctly identified on Google Maps, and the goods appear to have been signed for by Mr N.

Mr N says his signature has been forged, but the chargeback process does not require Nationwide to turn detective and examine the signature, or to visit his house and compare it

with the premises in the photo to see if they match (the house is not visible on Google Maps' street view). I think the merchant's evidence was good enough that Nationwide was entitled to take it at face value; if Nationwide had appealed, then Visa would have done the same. So I do not think that Nationwide treated Mr N unfairly, or that the chargeback failed as the result of an error by the building society.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 December 2023. But apart from that, this final decision brings our involvement in this case to an end.

Richard Wood
Ombudsman