

The complaint

Mr G complains about the outcome of a chargeback claim he made to Capital One (Europe) plc, who I'll call Capital One.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my 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.

I know it will disappoint Mr G, but I agree with the investigator's view of this complaint. Please let me explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When something goes wrong and the payment was made with a credit card, as is the case here, it might be possible for the business to raise a chargeback claim.

Capital One didn't have to submit a chargeback claim but I'd think it good practice for them to do so where the right exists and there is a prospect of success.

Here, Capital One did submit a chargeback claim for the £1,260.25 Mr G paid in deposits when he secured a new car that he subsequently needed to return to the merchant (dealership).

The merchant defended part of that chargeback claim. They explained that they processed a refund of £525 to Mr G, so Capital One reduced the £1,260.25 by £525 and credited it to Mr G's account.

On balance, I don't think Capital One did anything wrong. The invoice for the car shows that there was a part exchange allowance of £2,200, and two deposits that totalled £1,260.25. Together, those costs equated to £3,460.25 and that's what the merchant has confirmed it repaid to Mr G.

I've not been provided with any statements to demonstrate that wasn't the case and I can see our investigator asked for those in January of this year. I understand that Mr G disputes that calculation, but I've not seen sufficient evidence to suggest it's likely the calculation is

wrong, and on that basis it seems Mr G has benefited from the chargeback debit he's received. I don't think it would be fair to suggest it's left him out of pocket.

My final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 30 November 2023.

Phillip McMahon
Ombudsman