

The complaint

Mrs D complains about National Westminster Bank Plc's ("Nat West's") handling of a chargeback claim.

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 was very sorry to hear about the difficulties Mrs D experienced, and is experiencing, but while I know it will disappoint her, I don't think Nat West have done anything wrong here.

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.

The chargeback scheme isn't administered by Nat West, it's administered by Mastercard, and they set the rules. Nat West 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.

The £15,000 that Mrs D disputed was temporarily credited to her account when Nat West raised the chargeback claim. They wrote to Mrs D to tell her that would be the case in August 2022. In that email they explained that if the merchant provided more information it could lead to the temporary refund being reversed.

When the merchant disputed the chargeback Nat West wrote to Mrs D again and asked for more information. Mrs D has explained she didn't see that email as it went into her junk folder. But it wouldn't be fair to hold Nat West accountable for that. I think they had done all that was expected of them and, as they didn't receive any further information to counter the merchant's suggestion the goods were received and were of satisfactory quality, I don't think they were unreasonable to reverse the temporary credit.

Ultimately, I don't think Nat West's management of Mrs D's chargeback claim was unreasonable, and I'm not asking them to take any further action.

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 Mrs D to accept or reject my decision before 4 December 2023.

Phillip McMahon
Ombudsman