

The complaint

Miss K complains that Bank of Scotland plc trading as Halifax haven't refunded her the £49.99 she claimed under the Chargeback Scheme. She would like this sum refunded and more compensation for the cost of phone calls than the £50 Halifax has already paid.

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 appreciate Miss K's frustration. As I understand it despite her Chargeback Claim for a refund for a subscription failing she says Halifax agreed to refund the cost of the subscription anyway but hasn't done so. And the merchant also told her it refunded her, but the refund hasn't reached her account.
- In terms of the Chargeback Halifax submitted a claim under the Continuous Payment Authority (CPA) reason as the payment in question related to a subscription charge. I should make it clear that there is no guarantee that submitting a claim means a claim will succeed. The information from Halifax' notes as to why the claim failed is confusing. They refer to the merchant declining the request as the cancellation was made after the payment had been taken. Halifax's final response letter says the claim failed as there was no indication a refund had been offered at the time the claim was made. A subsequent attempt to consider another Chargeback claim based on a refund not received failed as the scheme rules don't allow for multiple disputes to be raised for the same transaction. Although the information is confusing I am persuaded that Halifax submitted a first Chargeback claim that didn't succeed and was unable to submit a second claim due to scheme rules. I don't think under the chargeback scheme it could have done any more.
- Looking at Miss K's claim that Halifax agreed to refund her the money, we have asked Halifax about this, and it has replied to say it has no evidence this was offered. Having looked at the complaint notes supplied I can also find no evidence this offer was made. So, I can't reasonably ask Halifax to refund the sum in question based on an offer to do so when I have no evidence to support this
- Miss K has also said that the merchant told her it refunded the money but his isn't showing in her account. The information Miss K provided from the merchant is unclear. It says Halifax initiated a refund - this may refer to the chargeback process where typically refunds are made but can be taken back if merchants successfully defend claims. The information doesn't state that the merchant made a payment

direct to Miss K's account after the chargeback request failed. We have gone back to Halifax about this . It has confirmed that as the chargeback claim failed any refund would come back directly from the merchant. It has no record that any refund from the merchant has been made to Miss K's account. It doesn't appear to me that the merchant made the refund Miss K thinks it agreed. So unfortunately, Miss K will need to resolve this direct with the merchant

- Finally, Miss K isn't happy with the £50 compensation for the cost of phone calls that she has made. There are inevitably some costs incurred when things go wrong but I think the sum awarded is reasonable as a contribution from Halifax who I believe did offer to consider further costs if Miss K evidenced these.

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 Miss K to accept or reject my decision before 5 December 2023.

Bridget Makins
Ombudsman