

## **The complaint**

Mr C complains about a payment made using his credit card with Sainsbury's Bank Plc ("Sainsbury's").

## **What happened**

Mr C received a new credit card from Sainsbury's. He says he tried to use the card but was unsuccessful and that Sainsbury's assured him there was nothing wrong with it.

Mr C then tried to use the card at a store to pay for some books for his journey overseas but says this was refused at the till. So, he paid for these using another card. A couple of months later, Mr C received notification from Sainsbury's that he owed around £45 despite him not using the card. He realised that money had been taken using his card for the books by the store, despite being told by the store that his card hadn't worked.

So, Mr C complained to Sainsbury's and sent them evidence that he'd paid for the books using his other, non-Sainsbury's, card. Sainsbury's then told him he was out of time to make a chargeback to try to recoup the money.

Mr C referred the matter to us. Before we started investigating the complaint, Sainsbury's made a proactive offer to settle it. They said they would write off the transaction for the books of £43.94 and would refund all accrued fees and charges of £66.32 which they had levied on this. Sainsbury's also offered to remove any adverse information relating to this transaction from Mr C's credit file and to pay him £30 for not telling him how time critical it was for him to send information back to them before the time elapsed for making a chargeback.

Mr C didn't feel the offer went far enough. He said he felt bullied and ignored by Sainsbury's and that their actions put him through a lot of stress. Our investigator felt the offer from Sainsbury's was fair. Mr C didn't though agree.

As agreement couldn't be reached, this complaint has been passed to me to review.

## **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'm sorry to hear that this matter has caused Mr C a lot of stress. However, I think that Sainsbury's offer to settle the complaint is fair.

I say this because it's not possible for me to say with the evidence I have that the transaction in question went through, but didn't show as going through, because of a fault with either the card or with the till at the store. So, it's possible that the fault lay with the store somehow. It could of course be possible that the issue lay with the card. As this isn't clear, I think that Sainsbury's offer to write off this transaction, ensuring no interest and charges accrue as a result, is fair and I note it puts Mr C back in the position he would have been had this issue

not occurred.

I agree that Sainsbury's should have made Mr C aware of the need to send in supporting documentation before the chargeback time limit expired. However, even if the chargeback could and should have been raised, and was then successful, Mr C would be in the same position that the offer from Sainsbury's now puts in him. I find their offer of compensation for their lack of clarity around the need for Mr C to send in documentation promptly fair in view of this.

### **Putting things right**

Sainsbury's has agreed to write off the transaction amount of £43.94 and to refund the interest and charges accrued in respect of this. They have also agreed to ensure no adverse information is recorded on Mr C's credit file in respect of this matter and to pay him £30 for the inconvenience he was caused by their lack of clarity around making a chargeback in time.

I find this to be a fair and reasonable way to resolve Mr C's complaint.

### **My final decision**

Sainsbury's Bank Plc has made an offer to resolve the complaint that I find to be appropriate. I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 December 2023.

Daniel Picken  
**Ombudsman**