

## **The complaint**

Mr H complains that Sainsbury's Bank Plc, who I'll call Sainsbury's, didn't process a chargeback for him.

## **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 H, but I don't think Sainsbury's have done anything wrong here. I'll 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 was the case here, it might be possible to make a chargeback claim.

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

Sainsbury's have explained that the Mastercard chargeback rules say that claims must be submitted within 120 days of the transaction date. As Mr H paid for the tuition on 5 September 2021 a claim would therefore need to be submitted to Mastercard, by Sainsbury's, before 3 January 2022.

While Mr H raised his claim to Sainsbury's in October 2021 he didn't provide all of the information Sainsbury's would need to raise a complaint until April 2022 and that was outside of the 120 day time limit.

I note that Sainsbury's wrote to Mr H on 13 January 2022 asking again for more information to support his claim. That was outside of 120 days, so it would appear that the request was pointless because a successful claim couldn't have been raised within the time limit Sainsbury's say they were constrained by.

I've thought about whether Mr H was disadvantaged by that, but I don't think he was. Sainsbury's first asked for the information they needed to assess the merits of the claim in October 2021, they asked again the following month and provided deadlines on both occasions. So, I think it was clear that if Mr H was able to provide the information when it was asked for, it would have been possible for Sainsbury's to make a timely decision about whether a claim could proceed.

Ultimately, I don't think Sainsbury's did have sufficient information in time to raise a chargeback claim and I don't, therefore, think they did anything wrong.

When a payment is made using a credit card it may also be possible to raise a claim under section 75 of the Consumer Credit Act 1974 ("section 75"). That says that in certain circumstances the same claim can be made against the provider of credit as against the supplier. One of those circumstances, however, is that the value of the goods must be more than £100 and here, as the service was £80, a section 75 claim couldn't be raised.

### **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 H to accept or reject my decision before 18 September 2023.

Phillip McMahon  
**Ombudsman**