

## **The complaint**

Mr P and Miss S complain about a chargeback claim they raised through Nationwide Building Society, who I'll call Nationwide.

## **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 P and Miss S, but I don't think Nationwide have been unreasonable 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 debit card, as was the case here, it might be possible to make a chargeback claim. A chargeback isn't a legal right and Nationwide didn't have to raise one, but I'd think it reasonable for them to do so where there was a reasonable chance of success.

The chargeback claim isn't administered by Nationwide, it is the chargeback administrators (VISA in this instance) that set the rules.

I don't think Nationwide were unreasonable not to pursue the claim any further when the merchant defended it. I say that because the merchant provided evidence that the goods were delivered and that the weight was as expected. Mr P and Miss S hadn't provided any evidence of tampering, and while I understand their assertion that the box didn't contain the items they required, and that they've never been provided, I think the evidence provided by the merchant was stronger.

Nationwide did provide some compensation to Mr P and Miss S in respect of the mistakes they said they'd made in processing their chargeback. In the circumstances, I think the £25 offered was reasonable and, ultimately, I'm not asking Nationwide 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 Mr P and Mr P and Miss S to accept or reject my decision before 5 December 2023.

Phillip McMahon  
**Ombudsman**