

## **The complaint**

Miss P complains about the outcome of the chargeback dispute which Bank of Scotland plc, trading as Halifax, raised on her behalf about a pair of shoes.

## **What happened**

In April 2023 Miss P ordered a pair of shoes and paid £58.49 for them with her Halifax debit card. They were delivered to a collection locker at one of the merchant's branches, but when she went to pick them up she found that the branch was closed for refurbishment. She contacted the merchant but found that they were unresponsive. After six days, she contacted Halifax and asked it to raise a chargeback dispute, which it did. Meanwhile Miss P bought some new shoes elsewhere. Then a week later, the merchant emailed her to tell her that the original shoes had been re-delivered to another collection locker and were available to collect. The merchant also told her that if she no longer wanted them, then she should collect them and send them back to the merchant for a full refund. But she did not collect them.

Based on that information, Halifax told Miss P that the chargeback had not been successful, because the shoes were now available. Being dissatisfied with that outcome, Miss P brought this complaint to our service. But our investigator did not uphold it. She said that the chargeback rules did not provide a remedy for goods being delivered a few days late; they had finally been made available less than two weeks after the original delivery date. The fact that Miss P had now bought alternative shoes and so no longer needed the original pair was not something for which the chargeback rules provided a remedy.

Miss P asked for an ombudsman to consider this complaint.

## **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 do not uphold it. I will explain why.

My role in this case is not to decide whether the merchant has done anything wrong, but to consider whether the bank did. Halifax's responsibility was to pursue a chargeback claim as far as it reasonably could be expected to, within the rules of the chargeback scheme, which Halifax has to follow strictly. Provided that Halifax did that, it will not be at fault if the chargeback claim failed.

The sequence of events was as follows. Miss P placed her order on 6 April, the shoes were shipped on 8 April, her debit card was charged on 9 April, the funds were debited from her account on 11 April, and the shoes were delivered to the original locker on 12 April. Miss P went to collect them on the same day, but was unable to enter the premises. She made repeated attempts to contact the merchant, who acknowledged her emails but did not substantively respond. So on 18 April she contacted Halifax. On 21 April Halifax opened a chargeback dispute and temporarily credited the purchase price to her account. On 25 April

the merchant delivered the shoes to the second locker and told Miss P that they were ready to collect (either to keep them, or to return them and obtain a refund). That was 13 days after they were originally meant to be available to collect, by which time she no longer needed them. Subsequently Halifax told her that the merchant had successfully defended the chargeback dispute, and the payment was re-debited from her account in May.

That must have been a rather frustrating situation for Miss P. I can well understand why she raised the matter with Halifax and asked for a refund. It does not make sense to me that the merchant expects its customer to go out of her way to collect goods from the merchant's own locker just to hand them back.

However, I don't think the chargeback scheme provides a remedy for that. Nor does it provide a remedy for goods being delivered 13 days late, even if the delay means that the cardholder decides to buy alternative goods from another merchant. I therefore do not think that Halifax could have done anything else to get Miss P's money back.

There is one more issue to deal with before I finish. Miss P claims that one of Halifax's call handlers told her to lie to the merchant and pretend that she could not get to the second locker because her car had broken down. I have listened to the call recording, and nobody said anything like that.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 2 January 2024.

Richard Wood  
**Ombudsman**