

## **The complaint**

Ms N complains that Tandem Bank Limited didn't raise a chargeback when requested regarding a payment taken for damages at the end of a car hire agreement.

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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Ms N raised her concerns with Tandem Bank about a charge for damages being taken from her credit card following the hire of a car. She says the car wasn't damaged while in her possession and no issues were raised when the car was returned. Given the dispute about the damage I can understand why Ms N wanted Tandem Bank to raise a chargeback.
- The chargeback scheme is a voluntary scheme. When a customer raises a chargeback claim we think it good practice for the chargeback to be raised if there's a reasonable prospect of success. Chargebacks are decided based on the card scheme's rules and there are specific timetables involved and so in this case I have considered the actions of Tandem Bank's in response to Ms N's claim.
- In its letter dated 24 October 2019, Tandem Bank acknowledged Ms N's claim and enclosed a dispute declaration form to be completed. It explained that the disputed amount had been credited to Ms N's card and that if the dispute related to an unauthorised transaction that on further investigation was found to have been authorised the credit will be re-debited. Ms N completed the form saying the transaction was unauthorised. At this stage, I find that Tandem Bank had treated Ms N fairly by crediting her account while it gathered information about her claim.
- Tandem Bank requested further evidence in a letter dated 11 November 2019. In January 2020, it wrote to Ms N to say her claim had been declined as the evidence wasn't sufficient to raise a chargeback with the merchant. I understand this was upsetting, but Tandem Bank has provided evidence to show the disputed transaction had been authorised through chip and PIN. Therefore, I do not find it unreasonable that without further evidence to the contrary, Tandem Bank didn't consider it could raise a chargeback due to the transaction not being authorised.
- In certain circumstances it is possible for a claim to be raised under Section 75 of the Consumer Credit Act when there has been a misrepresentation or a breach of contract. Unfortunately, in this case, Ms N hasn't been able to provide evidence to show that this has happened.

- I understand that Ms N has requested information from the hire car company, and this hasn't been provided. However, without further evidence to support Ms N's claim, I do not find that I can say that Tandem Bank was required to take any further action.

For these reasons, I do not find that I have enough information to uphold this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint about Tandem Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 21 October 2020.

Jane Archer  
**Ombudsman**