

The complaint

Mr H complains that Nationwide Building Society didn't process a chargeback for him when he requested it. And it didn't do enough to help him send the information it needed to process the chargeback.

What happened

I issued my provisional decision on this case – it was my intention to come to a different outcome to our investigator. I wanted to give both parties the opportunity to respond with anything else they wanted me to consider before I issued my final decision on the matter.

I have copied my provisional decision below, it also forms part of this final decision.

“Mr H purchased some items through a social media platform. He says the wrong items arrived, weren't as described and damaged.

Mr H says he attempted to resolve the matter with the retailer but was unable to, and so he contacted Nationwide to arrange a chargeback.

Mr H provided Nationwide with some information about what had happened. But Nationwide needed more evidence from Mr H before it was able to process the chargeback.

Mr H spoke to Nationwide on the phone a number of times. He says he finds it difficult to use emails and so it was challenging for him to forward the information Nationwide were requesting by email. He also says that at the time, due to the pandemic, libraries weren't open and so he didn't have access to a printer for him to be able to print and post the information to Nationwide.

Mr H says he also went into branch for help on two occasions, but it wasn't able to help him.

Nationwide responded to Mr H's complaint. It explained a bit about how a chargeback works, and that it sometimes needs more information before it is able to process this. It said it would ask for this information in a text message or an email. It also explained to Mr H that it needed to gather as much information about what had happened as it needed to build as strong a case as possible to send to the card scheme – as they're ultimately the organisation who makes the decision as to whether the claim is accepted or rejected. Nationwide explained that its decision not to process the chargeback was a fair one because it didn't get the information it requested from Mr H. Although it thought it should have called Mr H to let him know the importance of the information it was requesting – and so it paid Mr H £40 to say sorry for this.

Our Investigator looked into things for Mr H, but they didn't uphold his complaint. They thought that Nationwide had done enough to help Mr H in providing the information it needed, and they thought that it was fair and reasonable of Nationwide to request the information it had done. The investigator also thought that £40 was enough to compensate Mr H for not informing him of the importance of the information.

Mr H didn't agree with our Investigator's opinion. He said he accepted Nationwide had a process that it needed to follow, but in summary, Mr H says that Nationwide are obliged to ensure that he has the skills to complete the task it asked him to do – he says that he can't use email and so it was difficult for him to send the information. He's also explained that he would need help printing off a hardcopy of the information and he didn't have the equipment to be able to do this. Mr H says he believes Nationwide has breached its obligations under disability related legislation.

In addition, Mr H says he went into branch twice to ask for help, but on both occasions the branch couldn't help him.

Because Mr H didn't agree, the complaint has been passed to me to make a decision on the matter.

What I've provisionally 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, it is my intention to uphold Mr H's complaint.

The Investigator who initially investigated this case has already explained what a chargeback is and how it works, so I don't intend to go into much detail about this here.

It appears Mr H accepts that Nationwide needed to follow its process in relation to gathering information for the chargeback, but his complaint is about the fact that he was unable to send the information Nationwide asked, because he struggles to use email and didn't have the ability to send hardcopies of the information to Nationwide.

I can see that Mr H has stated that Nationwide hasn't complied with the law on disability matters. I can't make a finding in this decision as to whether or not Nationwide has acted unlawfully in relation to this legislation – this would be a matter for a court. But I can look to see if Nationwide has treated Mr H fairly in the circumstances.

I can see Mr H had a conversation with Nationwide on the phone about the difficulties he was having in providing the information. And the representative attempted to help Mr H navigate how to forward an email with the information in it. But Nationwide's attempts to help Mr H here were unsuccessful.

I do empathise with the difficulties Mr H had in sending information to Nationwide. And this has clearly been made more difficult as a result of the pandemic and Mr H not having the option of using facilities at the local library. But I don't think I can agree with Mr H that it is Nationwide's responsibility to ensure he has the skills or equipment to be able to send it information – this, in my opinion, isn't reasonable.

Nationwide have said that if a customer couldn't use email or send a letter then it would suggest a customer could go to one of its branches so they could help. Mr H has been consistent in his testimony that he did go to branch on two occasions, but they couldn't help him. Nationwide says it doesn't have any evidence of Mr H's visits to branch, but I don't think that this necessarily means it didn't happen. Although, it does mean that Nationwide doesn't have any notes to show what happened in branch, or what was said to Mr H about sending the evidence. Mr H hasn't said much about this either – other than he didn't get the help he needed.

Given Mr H's consistent testimony on this point, I'm minded accepting that he went to

branch, and that he didn't get help. I say this too because Mr H also mentions his branch visit in a phone call to Nationwide, and had he got the help he needed, then there wouldn't have been any reason for him to call again. Given the difficulties Mr H was clearly experiencing in sending Nationwide information, I would have expected it to have done more to help Mr H in branch.

For this reason, I currently think Nationwide should pay Mr H £150 to compensate him for the inconvenience of going to branch twice for help, and ultimately not getting this. This is in addition to the £40 it has already agreed to pay him for not making it clear the importance of sending the information."

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.

Both parties have had the chance to respond to the provisional decision. Neither party have responded, so I've assumed they have nothing further to add – or anything else they want me to consider.

Because of this, I see no reason to change the findings I made in my provisional decision.

It follows that I uphold Mr H's complaint for the reasons I've explained above.

Putting things right

To put things right, Nationwide needs to pay Mr H £150 to reflect the inconvenience its actions caused him. For clarity, this payment is in addition to the £40 it has already offered.

My final decision

For the reasons set out above, I uphold Mr H's complaint. Nationwide Building Society must put things right for Mr H by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 May 2022.

Sophie Wilkinson
Ombudsman