

## **The complaint**

Ms O complains that Monzo Bank Ltd declined to raise a chargeback for her purchase of some wigs.

## **What happened**

In June 2022 Ms O ordered five wigs and paid for them with her Monzo Bank debit card. She says that when they arrived, two of them were not what she had ordered, and she sent all five of them back. When she did not receive a refund, she asked Monzo Bank to refund her. But the bank declined to raise a chargeback. It said that the retailer's returns policy said it would not pay refunds for wigs, only store credit, and store credit was not covered by the chargeback scheme. (The bank offered to raise a chargeback if Ms O could provide evidence that the retailer had agreed in writing to pay her a refund.)

Being dissatisfied with that response, Ms O brought this complaint to our service. She said that she had ordered wigs with 18 inch natural hair, but had received 24 inch wigs with synthetic hair. The return policy about only paying store credit did not apply to items that were not as described.

Our investigator did not uphold this complaint. She said Monzo Bank had been entitled to decline to raise a chargeback, because there had been little or no prospect of a chargeback succeeding. Store credit was not covered by chargeback rules, and there was no evidence that the wigs were not what Ms O had ordered. There was also no evidence that the retailer had agreed to accept a return of the wigs (a condition in its return policy).

Ms O disagreed, and insisted that she had provided all of the necessary evidence. She asked for an ombudsman to review her case.

## **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, for broadly the same reasons as were given by the investigator.

Monzo Bank was not obliged to raise a chargeback if it did not think a chargeback was likely to succeed. In coming to that decision, it took into account how much evidence it had received and what that proved, and the retailer's returns policy. It's clear that the only chargeback reason which could apply in this case is if the goods delivered were "not as described," that is, not what Ms O had ordered.

Ms O has told us that she had ordered five 18 inch wigs made with natural hair. However, I have seen no evidence that that is what she ordered. The only evidence of what she ordered is the delivery note or invoice, which says she ordered five identical synthetic wigs. I accept that she received synthetic wigs; the problem is that there is no proof that this is not what she ordered. There is also no evidence that she ordered 18 inch wigs. I accept that the

wigs supplied were 24 inches long, but there is no proof that this was wrong. There is also no proof that two of the five wigs supplied were different to the other three.

The returns policy stipulates that to return an item, the customer must obtain a return authorisation number (RAN) from the retailer, and then put that number on the returned package. There is no evidence that Ms O was given a RAN. She says her RAN was 271979, and she has provided a screenshot of a preview of an email from the retailer showing that number. However, I am not persuaded that the number is a RAN. That number appears in this sentence (which is incomplete because the screenshot does not show the whole email):

~~“##- Please type your reply above this line -## Your request (271979) has been”~~

Other screenshots of other emails from the retailer show the same text, each with a different number. For example, a whole email (not just a preview of it) sent on 7 August begins with this text:

~~“##- Please type your reply above this line -##~~

Your request (275460) has been received and is being reviewed by our support staff.

To add additional comments, reply to this email.”

So I think the six digit number in each email is just a reference number for each email chain (whether the emails are about a return or something else). I do not think it is evidence that the retailer agreed to accept a return of the wigs.

Even if I took a different view about that, and I thought that the retailer had agreed to accept a return of the wigs, that would still not prove that the wigs were not as described. That would still be consistent with the wigs being returned for a store credit. There is no evidence that the retailer was supposed to pay Ms O a refund.

In light of the lack of sufficient evidence, I cannot fault the bank’s decision to decline to raise a chargeback.

### **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 Ms O to accept or reject my decision before 31 March 2023.

Richard Wood  
**Ombudsman**