

The complaint

Mr Y complains that Co-operative Bank Plc (Co-op) refused to dispute a payment he made.

What happened

Mr Y purchased an item online and made the payment via a third party business I'll refer to as P. The payment was debited from Mr Y's account with Co-op and paid to P. The payment was then forwarded to the seller by P.

When Mr Y received the item it was damaged and not as described by the seller. On 30 November 2023 Mr Y called Co-op and explained that whilst the seller had agreed to accept a return of the purchase, he was being asked to arrange delivery which wasn't possible. Mr Y asked Co-op to raise a dispute to retrieve his funds, but when it came to light that the payment was made via a third party business, P, the agent said he should raise a dispute with it instead via its Resolution Centre.

During the call, Mr Y asked to raise a complaint. The agent Mr Y spoke with dealt with the complaint over the phone and explained that he needed to raise the dispute with P. The agent advised they hadn't upheld Mr Y's case and Co-op had followed the right process and he confirmed he understood. Mr Y was promised a letter in the days that followed.

Mr Y says that when he received Co-op's response it lacked detail and advised he was happy with the outcome which was incorrect.

Mr Y went on to raise the dispute with P which issued a refund to him. The refund was forwarded from P to Co-op. And Co-op forwarded Mr Y's funds to his new bank.

An investigator at this service looked at Mr Y's complaint. They thought the agent Mr Y had spoken with had given him the right information and confirmed the outcome of his complaint. The investigator wasn't persuaded Co-op had treated Mr Y unfairly and didn't uphold his complaint.

Mr Y asked to appeal and said it was unreasonable of Co-op to have referred him back to P to raise the dispute. Mr Y said he should've been able to raise the dispute with Co-op to take up on his behalf. Mr Y said it should've been his choice as to which business he asked to dispute the payment. Mr Y also said he thought the service provided over the phone was poor and that the agent who responded to his complaint had incorrectly noted he was happy with the outcome during the call. As Mr Y asked to appeal, his complaint has been passed to me to make a 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'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal

nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

I've listened to the call Mr Y had with Co-op on 30 November 2022. Whilst I understand Mr Y was unhappy with the response he was given and the call became somewhat strained at times, I felt the agent he spoke with remained professional and polite throughout. When Mr Y asked to raise a complaint, his request was complied with. The agent reiterated why they were asking Mr Y to raise the dispute with P and that his complaint wasn't being upheld. Mr Y confirmed he understood and the call ended. In my view, the agent provided Co-op's stance on the dispute Mr Y wanted to raise and confirmed the outcome of his complaint. I'm satisfied that was a reasonable approach for the agent to take.

Mr Y's raised concerns that the letter he received summing up his complaint said he was happy with the response. I agree the wording could've been better. But I think it reflects the fact the agent had confirmed the outcome of the complaint to Mr Y over the phone and he advised he understood. I haven't been persuaded the complaint response sought to mislead Mr Y about the outcome of his case.

I'm not persuaded it was unreasonable for Co-op to refer Mr Y back to P to raise the dispute in the first instance. As explained during the call with Mr Y on 30 November 2023, Co-op's payment was made to P, not to the seller. So if Co-op had taken the dispute on in the first instance, it would still have had to be routed via P. And I think Co-op makes a reasonable point when it advised Mr Y that P operates its own dispute service via its Resolution Centre so he had recourse to raise a case to retrieve his funds. Whilst I understand why Mr Y wanted Co-op's help, my view is it provided reasonable guidance for him to raise the dispute with P first.

I also think it's fair to say that the agent Mr Y spoke with didn't say Co-op wouldn't help at all. They asked Mr Y to raise the dispute with P in the first instance and come back to it if he was having difficulties. The agent also said if P was willing to accept a chargeback claim from Co-op to reclaim the funds it would be willing to assist. Having listened to the call, I'm satisfied Co-op provided reasonable assistance and information when its agent spoke with Mr Y.

I'm very sorry to disappoint Mr Y but I haven't been persuaded that Co-op treated him unfairly or caused an unreasonable level of inconvenience by referring him to P in the first instance to raise the dispute. I'm pleased to hear that P was able to issue a refund to Mr Y for the disputed funds which were paid to Co-op and forwarded to his new bank. As I'm satisfied Co-op dealt with Mr Y's request and complaint fairly, I'm not telling it to do anything else.

My final decision

My decision is that I don't uphold Mr Y's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 8 April 2024.

Marco Manente
Ombudsman