

## **The complaint**

Miss Y complains Northern Bank Limited trading as Danske Bank didn't do enough to help get a refund for transactions made on her debit card.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them at length here. As a summary, Miss Y made two purchases for jewellery in July 2023, on the understanding the items would be gold. However, Miss Y says the jewellery she received was simply gold coloured.

Having tried, unsuccessfully to resolve the matter with the seller, Miss Y contacted Danske Bank in September 2023, for help in getting a refund. Danske Bank raised chargebacks for the transactions, which is a means of asking the seller for a refund via the card scheme provider – Mastercard.

The seller defended the chargebacks, which is to say they didn't accept a refund was due to Miss Y. Danske Bank informed Miss Y and said to challenge the chargebacks further, it would need more evidence that the jewellery she'd bought wasn't as described.

Miss Y was out of the country at the time and said it would cost £45 per item to get a report confirming it wasn't gold.

Danske Bank then closed Miss Y's chargeback claims, saying it hadn't received the information required within the set timeframe, meaning Miss Y didn't receive a refund. Miss Y later provided further evidence, however Danske Bank said she was out of time to challenge the transactions further.

Miss Y complained to Danske Bank. In response, it maintained that it had followed the right processes, so Miss Y referred her concerns to our service.

One of our Investigators looked into what happened and didn't think Danske Bank had done anything wrong. He said Danske Bank had raised the chargebacks as expected. As the seller had defended them, without further evidence to support that the jewellery wasn't as described, Danske Bank couldn't challenge the transactions further. He also said the card scheme provider set the time limits on providing information, so this wasn't something Danske Bank had control over.

Miss Y disagreed with our Investigators conclusions, saying Danske Bank had taken months to say it needed further evidence, so it was unfair she didn't get a refund. As the matter couldn't be resolved, the complaint's been passed to me to decide.

## **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 looking here at the actions of Danske Bank and whether it acted fairly and reasonably in the way it handled Miss Y's request for help in getting her money back. This will take into account the circumstances of the dispute and how the seller has acted, but there are also other considerations, such as the card scheme rules, which Danske Bank must follow and its own obligations.

Miss Y paid for the jewellery using her debit card. This meant the only realistic option available to Danske Bank to get her money back was to engage with a process known as chargeback.

The chargeback process provides a way for Danske Bank to ask for a payment its customer made to be refunded. Where applicable, it raises a dispute with the seller and effectively asks for the payment to be returned to the customer. There are grounds or dispute conditions set by the relevant card scheme (Mastercard) and if these are not met, a chargeback is unlikely to succeed. The process provides an opportunity for a seller to provide a defence to the chargeback and its own evidence in support of that defence. If the seller continues to defend the chargeback, Danske Bank can either accept that defence, if it believes it's valid, or, it can ask the card scheme to decide who gets to keep the money – usually referred to as arbitration.

Danske Bank raised the chargebacks on behalf of Miss Y. The seller defended both transactions, which is to say they didn't agree a refund was due. So, my decision focuses on whether Danske Bank acted reasonably in the steps it took after this.

Having received the sellers defence – which was that they had provided jewellery that may be gold but hadn't guaranteed it – Danske Bank wrote to Miss Y and said she'd need to provide an independent expert report to confirm the jewellery wasn't gold. Alongside this, Danske Bank said Miss Y needed to provide evidence such as a receipt outlining the items were gold including their carats.

Miss Y responded with further comments but said the amount of time she'd been given was too short to get an independent report and the cost of testing each item of jewellery would be significant.

Danske Bank consequently closed Miss Y's chargeback disputes, as it said without independent evidence to show the goods were not as described, it couldn't challenge them further. I note Miss Y is unhappy with the amount of time she'd been given to submit further evidence, but this is set by the card scheme provider, rather than Danske Bank. From its system notes I can see Danske Bank enquired as to whether Miss Y could have more time to provide evidence, but this wasn't agreed, and Miss Y was kept informed of this. So, while I note Miss Y was unhappy with the amount of time to provide further evidence, this wasn't set by Danske Bank, and I don't find it made an error on this point.

I appreciate Miss Y has taken out time to set out her concerns having received our Investigators conclusions and has raised points about a number of parties involved in these transactions. In this complaint I'm only able to comment on the actions of Danske Bank and whether it did what it was expected to in the chargeback process.

Therefore, while I realise this answer is likely to come as a disappointment to Miss Y, I don't think Danske Bank needs to do anything further in relation to this complaint. It correctly raised the chargebacks on behalf of Miss Y and having received a defence from the seller outlined what further evidence it would require and had no control over the timeframe to provide this information. As Danske Bank hadn't received the evidence it required in time, I don't think it was wrong to close Miss Y's disputes and re-debit the value of the transactions from her account as it wasn't possible to challenge her chargebacks further.

**My final decision**

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Y to accept or reject my decision before 9 April 2025.

Christopher Convery  
**Ombudsman**