

## **The complaint**

Ms A complains about a claim she made to TIDE PLATFORM LTD trading as TIDE ('Tide').

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my informal remit.

Ms A is unhappy Tide did not reimburse her for an order of goods she made with a retailer that didn't arrive as she expected.

Tide says that it raised a chargeback but this was unsuccessful. It says it didn't take things further because Ms A had not answered its further questions. However, it did agree that its customer service in handling the claim could have been better and offered Ms A £75 compensation for that.

Our investigator did not think it fair for Tide to reimburse Ms A for the goods she was complaining about. But she thought that the offer of £75 was fair for its customer service failings.

Ms A has asked for the matter to be considered by an ombudsman for a final 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes informally.

I note that in the course of this complaint Ms A has mentioned other things she is dissatisfied with. However, these are not the subject matter of this complaint so I will not be dealing with them here. I do note that one issue (about a direct debit for insurance) is mentioned in Tide's Final Response Letter in respect of this complaint. However, I understand that is being treated as a separate complaint – so I won't be dealing with that here either.

I am sorry to hear about Ms A's issue with the goods she paid for. However, it is worth noting here that Tide is not the supplier of the goods. So when looking at what is fair I consider its role as a provider of financial services – and what it reasonably could have done to help her with the information that was reasonably available to it at the time. As Ms A used her credit card to pay for the goods in dispute I consider the protections of chargeback and Section 75 of the Consumer Credit Act 1974 ('Section 75') to be particularly relevant here.

## Chargeback

Chargeback is a dispute process governed by the rules of the card schemes. In this case I understand the relevant scheme is MasterCard so I have considered its rules.

Chargeback is not guaranteed to succeed but it can often be good practice to raise one. Here I can see that Tide looked into raising a dispute for Ms A after she told it that she had received the delivery – but *'I received the boxes open, after they were delivered to someone else, and obviously some things are missing'*.

Ms A's contact with Tide indicates that whoever the boxes were left with *'helped themselves'*. So she is essentially indicating that goods were stolen by a third party after they had been delivered. When there are allegations of a third party theft – this doesn't fit chargeback very well – as the common reason codes relating to goods being not 'as described' or 'not provided' are based on some wrongdoing by the supplier.

Here I can see that despite the potential issues with chargeback Tide did attempt one for Ms A. Which seems fair. Unfortunately, the supplier responded to say that it had delivered the goods (appears to be two items) as described.

I note Tide offered Ms A the chance to continue the chargeback if she confirmed the answers to some questions including that she had not received a refund, had not received the goods, and had no further communication from the supplier. I can't see where Ms A explicitly answered those – although she did indicate she wanted to continue the dispute.

I think it is arguable Tide were acting fairly in asking for further clarity on the dispute as Ms A's initial submission was not clear about some things like exactly what items were missing. However, even if it were arguable that Tide could have proceeded with the information Ms A had provided to date I don't think this would make a difference in any event. I will explain why.

I have thought about what would have occurred if Tide had continued the dispute and I don't consider it would likely have succeeded. I say that because Ms A has explained she suspects a third party had stolen goods – which as I have said is not likely to succeed in respect of a chargeback claim against the supplier.

I also note that Ms A's recent testimony to this service (that the goods arrived but damaged) is not entirely consistent with what she told Tide. Which casts further doubt over the success of a chargeback in any event.

## Section 75

Our investigator thought about a claim under Section 75 and felt Tide was not acting unfairly in not looking into this at the time due to the lack of information Ms A had provided in response to Tide's specific questions about the chargeback. I think it is arguably fair to say this – however, I don't think it makes a difference in any event because Section 75 does not apply here. I say this because Section 75 does not apply when items purchased have a cash price which is not in excess of £100. Here the goods in dispute are collectively and individually priced below £100.

In summary, I don't think Tide acted unfairly in not refunding Ms A in respect of the dispute she raised with it. However, I note that Ms A is unhappy with Tide's general customer service.

Ms A says Tide sided with the supplier and didn't take her dispute seriously and has indicated agents were rude to her. However, I have looked through the contact notes and chat logs and cannot find persuasive evidence of that.

I know Ms A says that the disputes team kept asking her the same thing over and over. And it appears that Tide did initially repeat some questions that Ms A had previously answered. I also note that it accepts the disputes team delayed in contacting Ms A by not meeting the 7 working day promise it made to her. Which would have been frustrating for Ms A.

I have thought about what sort of compensation for distress and inconvenience is fair in this situation. I note that Tide could have done better – but the mistakes were relatively minor overall. Furthermore, in mitigation Tide did provide what appears to be a sincere apology to Ms A for its failings. And while I can see that this dispute has caused Ms A a lot of frustration – I also think that the underlying dispute with the supplier (which Tide is not responsible for) is a notable part of this too. After considering this and the information about our awards for distress and inconvenience (available on our website) I think that Tide has caused Ms A more than the level of frustration and inconvenience you would expect in everyday life. But overall the impact does not warrant an award of more than the £75 Tide has already offered.

My role is look at things informally. If she disagrees Ms A can reject my decision and pursue matters by alternative means if she wants, such as court (seeking appropriate advice in the process).

### **Putting things right**

If it has not already done so, if Ms A accepts my decision Tide should pay the compensation directed below.

### **My final decision**

If it has not already done so I direct TIDE PLATFORM LTD trading as TIDE to pay Ms A the £75 compensation it has offered in respect of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 24 August 2024.

Mark Lancod  
**Ombudsman**