

## **The complaint**

Miss H complains that Zemplar Bank Limited trading as Cashplus Bank didn't process her dispute forms appropriately resulting in it being too late to issue a chargeback for a transaction she was disputing.

## **What happened**

Miss H made a transaction using her Cashplus debit card on 11 October 2023. When the goods that she ordered were delivered she discovered that she had received the incorrect item. She says she tried to dispute this with the merchant, but they didn't respond. She says she then sent two dispute forms to Cashplus in October 2023. One form was for this transaction and the other was for a different transaction to a different merchant that took place around a week earlier.

Miss H says she called a few days later to check the forms had been received and was told that they had been. She said needed to chase Cashplus several times on progress and eventually it refunded one of her transactions through a chargeback, but not the one that took place on 11 October 2023. Miss H says she had to send the dispute forms in again but by the time Cashplus received them it told her that it was too late for it to process a chargeback. This was because more than 120 days had lapsed since the transaction took place.

Miss H complained to Cashplus, but it didn't uphold her complaint. It said that it did not receive two dispute forms in October 2023. It said the first time it received a dispute form for the 11 October 2023 transaction was in March 2024.

I sent Miss H and Cashplus my provisional decision on 12 November 2024. I explained why I wasn't planning to uphold the complaint. In summary, I said:

- Cashplus' system notes indicated it first received Miss H's dispute forms for the 11 October 2023 transaction in late February 2024. By this time it was too late for it to process a chargeback through the relevant card scheme.
- Miss H said she sent the dispute form in October 2023 in the same envelope as a form for another transaction which Cashplus did receive.
- Having reviewed the timeline of when the transaction took place and records of phone calls as well as records of postal receipts from Cashplus' system notes, I wasn't persuaded that Miss H did send the dispute form for the 11 October 2023 transaction in October 2023. I therefore didn't think Cashplus had acted unfairly by not processing a chargeback sooner.

Cashplus accepted that outcome, but Miss H didn't. In summary, she said that she sent both dispute forms in November 2023 and provided proof of posting to Cashplus. She said Cashplus has also confirmed it received her dispute forms a few days after the date she posted them.

## **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, the overall outcome I reached in my provisional decision hasn't changed. However, I'll address the additional points and evidence Miss H has provided.

Miss H has provided proof of posting to Cashplus in November 2023. This doesn't confirm what was posted, but I'm satisfied that at the very least it contained a dispute form for the transaction that took place earlier than 11 October 2023. This is because Cashplus' system notes show it received that dispute form – and that dispute form only – a few days after the date of Miss H's proof of postage.

Miss H has said throughout the course of her complaint that she posted both forms together in the same envelope and that this categorically happened. However, she has been equally unequivocal in her assertions that both of these forms were sent together in October 2023.

It wasn't until I explained why I found this to be implausible in my provisional decision that she has now said it was actually November 2023 that the forms were sent. Given this inconsistency in what Miss H has said, it means her assertions about having posted both forms together is less persuasive.

I don't doubt the strength of Miss H's conviction about her recollections of what happened. But as she was mistaken about when she posted them, it's equally possible she might be mistaken about what she posted.

I accept that it's possible Miss H posted both dispute forms at the same time and Cashplus failed to process one of them when they were received. However, based on the available evidence I can't reasonably say that is more likely than not to be the case. For me to fairly conclude that Cashplus should do something to put things right, I'd need to be satisfied Cashplus failed to process a form it received. I realise Miss H will find this disappointing but based on what I've seen and been provided with, I'm not satisfied that's likely to be the case.

## **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 30 December 2024.

Tero Hiltunen  
**Ombudsman**