

## **The complaint**

Mr G complains that Madison CF UK Limited trading as 118 118 Money didn't do enough to help him when he told it about a dispute he had with a merchant, over goods paid for using his 118 118 credit card.

## **What happened**

In June 2023 Mr G purchased a number of T-shirts from a merchant I'll call "X" via an online marketplace. In total Mr G purchased 27 T-shirts at an individual cost of between £2-£3 per item. The total cost of the transaction, including postage, was £105.93.

Mr G has said that when the order was delivered it was only partly received. So Mr G wanted to reject the full order. He contacted X and requested a refund, but X refused. Mr G therefore contacted 118 Money to raise a chargeback.

118 Money has said it couldn't raise a chargeback as Mr G hadn't given sufficient information to allow it to raise one. 118 Money said that it contacted Mr G on a number of occasions to gather more information, but Mr G didn't provide it. It was therefore out of time to raise the chargeback. Unhappy with this, Mr G complained and subsequently referred his complaint to our service.

Our investigator considered the complaint. She agreed that Mr G hadn't provided 118 Money with sufficient information to allow it to raise the chargeback, so she didn't uphold the complaint. Mr G didn't accept the investigator's recommendation and so the complaint has been passed to me to consider.

There are references within this complaint to other disputed payments, however only the chargebacks for £105.93 and £6.60 have been referred to this service. 118 Money have since said it will refund the £6.60 to Mr G and so this decision will only be considering how 118 Money handed the chargeback for £105.93.

## **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'm not going to uphold this complaint. I appreciate this will be disappointing to Mr G.

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided, or where goods or services aren't as described.

There's no automatic right to a chargeback; the chargeback process doesn't give consumers legal rights; and chargeback is not a guaranteed method of getting a refund because

chargebacks may be defended by the merchant. This is because the rules, set out by the card scheme lay down strict conditions which must be satisfied for a chargeback claim to succeed. If a financial business thinks that a claim won't be successful, it doesn't have to raise a chargeback. But where there's a reasonable chance of success, I'd expect a financial business to raise a chargeback.

Mr G has said he provided 118 Money with sufficient information to raise the chargeback. He provided it with a completed dispute form detailing that goods/services were not as described and confirmation that he had attempted to return the order, but X had refused and blocked him from messaging it. Mr G has said he has since disposed of the partial order he did receive. Mr G has also said he provided a description to 118 Money of the goods he expected to receive and what he actually received.

118 Money has said it received limited details from Mr G about his dispute and so was unable to progress the chargeback within the required time limits. 118 Money has said that whilst Mr G completed a dispute form, he didn't provide further information about the nature of the dispute. It has said it did receive a screenshot showing X had refused a refund and blocked Mr G from contacting it. 118 Money tried to contact Mr G on a number of occasions both in writing and via the telephone. However, it said that Mr G didn't reply and when representatives from 118 Money called Mr G he stated his preference to speak to a UK based representative as opposed to one based outside the UK. From the recordings I've been provided with I can't see any reason why Mr G wouldn't have been able to provide further information about his dispute to the representatives he spoke to when they called him.

Our investigator also sought additional information about the items which weren't delivered. However, Mr G hasn't provided any further detail about which items were missing to demonstrate how his order wasn't fulfilled. As explained above he's also said he's since disposed of the order so can't evidence which goods did arrive.

I've considered the relevant chargeback rules for goods and services not as described. Under supporting documents, it states the cardholder should provide an:

*"email, letter, message or completed Dispute Resolution Form.... describing the cardholder's complaint in sufficient detail to enable all parties to understand the dispute. This means that the cardholder email, letter, message or completed Dispute Resolution Form... must document how each chargeback conditions was met."*

Based on the information 118 Money had available, I don't think it had this information. As explained above, I would have expected 118 Money to have raised a chargeback where there was a reasonable prospect of success. However, I don't think 118 Money was given sufficient information to establish this and so I don't think it acted unfairly by not raising the chargeback.

Mr G has explained that he has a reading disability, and he didn't think the format 118 Money sent the Dispute Resolution Form in was clear enough for him to be able to complete it. I've reviewed a telephone call between 118 Money and Mr G on 9 September 2023. During this call Mr G makes it clear that he can print the form and review it in a format he can read. So I don't think it was unreasonable of 118 Money to send Mr G the form in the format it did. However, in any event, as explained above, 118 Money made numerous attempts to contact Mr G via the telephone to gather more detail about his complaint. If Mr G had struggled to complete the form this could have been discussed at this time and 118 Money could have supported him further. However, Mr G was unwilling to provide information to the representatives who contacted him.

Taking everything into consideration, I think 118 Money took sufficient steps to try and pursue Mr G's chargeback request. It asked Mr G for further information which wasn't provided and as such I think it was reasonable for 118 Money not to raise the chargeback. And so I don't feel 118 Money has treated Mr G unfairly in this regard.

I have noted 118 Money as made a gesture of goodwill offer of £8.70. Should Mr G wish to accept this he should confirm this to 118 Money.

### **My final decision**

For the reasons explained I don't uphold this complaint against Madison CF UK Limited trading as 118 118 Money.

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

Claire Lisle  
**Ombudsman**