

## **The complaint**

Mrs H complains about the way in which Lloyds Bank PLC handled her chargeback claim.

## **What happened**

Mrs H purchased a bed from a merchant on eBay. When the bed arrived, it had some missing parts and some damage.

Mrs H contacted the merchant and asked to return the bed. She was advised that they would arrange collection. Mrs H says she messaged the merchant several times but had no response about collection. On 23 September 2024 the merchant sent a text to Mrs H saying that they were coming to collect the bed and that they were 5 minutes away. Mrs H wasn't at home and asked the merchant to wait but they refused and said they would have to rearrange collection. Mrs H says the merchant then stopped responding to her messages and she was unable to resolve matters with them.

Mrs H contacted Lloyds to raise a chargeback claim. Lloyds issued a temporary refund of £184.99 and investigated the claim.

EBay challenged the claim. Lloyds emailed Mrs H on 2 October 2024 to tell her that the EBay had provided evidence to show that the merchant had attempted to collect the item and that the item had been damaged by being left outside in the rain. Lloyds advised Mrs H that the refund would be taken back. Her account was re-debited on 17 October 2024.

Mrs H was unhappy about the outcome of the chargeback claim and complaint to Lloyds. Lloyds acknowledged that it had provided Mrs H with incorrect advice about how to log a complaint and paid compensation of £75 but they didn't uphold the complaint about the outcome of the chargeback claim.

Mrs H then brought her complaint to this service.

Our investigator didn't uphold the complaint. He said that Lloyds had correctly raised a chargeback but had been unable to take it further following the merchants response.

Mrs H didn't agree. She said the merchant hadn't given her any notice of when they were going to collect the bed and disputed that the bed had been damaged by being left outside.

Because Mrs H didn't agree I've been asked to review the complaint.

## **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 know it will disappoint Mrs H, but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, it's not

because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Chargeback is a voluntary scheme. How it works is that the card issuer checks the complaint against the possible chargeback reasons to see what sort of evidence is required. This is so it can decide whether it can make a successful chargeback claim for the customer. Card issuers don't have to submit claims, and they will only do so if they have evidence that will support a successful chargeback claim. This service expects card issuers to help if they can, but we don't expect them to raise a chargeback if there is little prospect of success.

I've looked at Mrs H's request to raise a chargeback to see whether Lloyds acted fairly and reasonably when it declined the chargeback.

Mrs H has said that the bed was faulty because it had missing parts. This doesn't appear to have been disputed by the merchant, who agreed to accept a return. If the bed had been collected but no refund issued by the merchant, then I think it's likely that Mrs H's chargeback claim would've been successful. However, the matter became complicated due to issues with the collection and the condition of the goods.

Mrs H has said that she was meant to receive 24 hours' notice of collection but that instead she received a text message when the courier was 5 minutes away. Mrs H has explained that she wasn't at home and asked the courier to wait but they refused.

The merchant provided evidence to show that it had given 24 hours' notice of collection and that there was no-one at Mrs H's home on the collection date. The merchant also provided photo evidence showing that the item had been left outside in the rain and was damaged.

I've reviewed the evidence that was provided to Lloyds. Having done so, I don't think it was unreasonable for Lloyds to decline the claim. The evidence provided by the merchant meant that there was little prospect of the chargeback claim being successful because Mrs H was no longer able to return the goods to the merchant in the same condition that they had been delivered in due to the damage.

Based on what I've seen, I'm satisfied that Lloyds handled the chargeback claim correctly. So, I won't be asking them to do anything further.

I can see that Mrs H was provided with incorrect advice when she asked Lloyds how she could log a complaint. The incorrect advice caused Mrs H some inconvenience and Lloyds has paid compensation of £75 for the error. I think this sum is fair and reasonable.

For the reasons I've given I'm unable to uphold the complaint.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 23 June 2025.

Emma Davy  
**Ombudsman**