

The complaint

Miss B complains about the way in which Wise Payments Limited handled her claim for a refund when a supermarket attempted to deliver an incorrect order.

What happened

In July 2023 Miss B placed an online order with a supermarket, which I'll call "M". She paid using her Wise debit card. The order was to be delivered on 29 July. However, when it arrived, Miss B did not recognise the order. She believes that her order had been mixed up with that of another customer. The delivery driver took it away again.

Miss B tried to get a refund from M. Her exchanges with M indicate that she tried to do so by email and by messaging through its website or app, but was unsuccessful. M indicated that the best way to contact it in such cases is by phone – but it also said that it was taking 40-60 minutes to answer calls.

Miss M submitted a refund request to Wise, using its standard form. Wise sent an acknowledgment, indicating it would review the claim and be in touch within 7 days. It invited Miss B to upload any supporting evidence, if she had not already done so.

On 7 August 2023 Wise contacted Miss B again. It said:

"We've updated your transaction [ref].

That's because the merchant has fixed the amount they charged you. So the extra money reserved from your card has been automatically refunded to your balance..."

Miss B heard nothing further, and chased Wise by email on 17 October 2023. Wise replied on 19 October, saying it would review the matter and would be in touch within 5 days.

On 31 October 2023 Wise contacted Miss B again. It asked Miss B to send a description of what was ordered and information about the delivery and any return of the items. It also asked for information about Miss B's attempts to raise the matter with M. Wise said that if it did not hear back within 15 days it would close the case.

Miss B did not contact Wise about the case again, until August 2024. Wise told her that it was by that point too late to raise a chargeback. Miss B referred the matter to this service. Shortly after she did so, Wise agreed to refund the full amount of the transaction – just under £70.

One of our investigators considered what had happened but said she thought that, in providing a refund, Wise had acted fairly. She did not recommend that it do any more to resolve matters. Miss B said she thought further compensation was warranted, in view of the inconvenience to which she had been put by Wise's poor handling of the matter. She asked that an ombudsman review the case.

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.

Chargeback is a process by which cardholders can challenge payments through their card issuers. It is appropriate where, for example, goods have not been delivered or the wrong goods have been delivered. So, on the basis that Miss B did not receive what she had ordered in this case, it was reasonable of her to seek a refund from Wise.

But chargeback is subject to strict time limits, and a successful claim requires supporting evidence. Generally, it is the cardholder who will be in possession of the necessary evidence. Whilst a card issuer can give some general guidance about what evidence is likely to be helpful, in most cases it won't be in a position to know exactly what is needed and what is available to the cardholder.

There is no obligation on a card issuer to submit a chargeback request, but we take the view that it should do so where there is a reasonable prospect of success. I have considered Miss B's complaint with those general principles in mind.

In my view, there was sufficient evidence in August 2023 to support a chargeback claim. Miss B's exchanges with M show that it was very difficult to get in touch. Its messages both recommended phone contact and said that it was taking 40-60 minutes to answer calls. At no point did it suggest that it had arranged or was arranging a refund – as supermarkets would generally do automatically when delivery items are returned. Had those exchanges been submitted as part of a chargeback request, I doubt it would have been defended.

Those exchanges were, however, not made available to Wise until around August 2024. By that time, it was too late to make a chargeback request. I have therefore considered whether Wise should have done more in the period immediately after the dispute arose to assist Miss B.

Wise initially said that it had rejected Miss B's claim and that it had told her that on 7 August 2023. That is not, however, what its message said. It said the claim had been "updated"; it went on to discuss a scenario which was not relevant to the transaction in question. Miss B's claim was based on non-delivery, not a reserved payment on her card. I can understand why she thought Wise was continuing to review matters.

Wise's response when Miss B chased the matter up in October 2023 was more helpful, however. In my view, its email of 31 October 2023 set out clearly enough what it needed to make a chargeback request. Its list of the information it needed didn't entirely fit the scenario of an incorrect supermarket delivery which was declined at delivery, but I think it gave Miss B enough guidance that she could have responded.

Miss B did not respond, however. There may have been good reasons for that, but Wise made clear that it would close the case if it did not receive a reply within 15 days. I note that Miss B says Wise should have sent a reminder, but I don't agree. It was under no such obligation and there was of course every possibility that M had arranged a refund – as would usually have happened. And it may have been that Miss B did not have any further evidence to provide.

The only evidence which Wise had, therefore, was the order itself and evidence of the card payment. The exchanges with M were mostly generated after Miss B first submitted her claim, so weren't included when she first contacted Wise.

There were some failings in Wise's handling of the matter. The communication of 7 August 2023 was confusing, and I think it should have asked for supporting evidence sooner than it

did. Overall, however, I think Wise has done enough to resolve things, and I do not require it to do any more.

My final decision

For these reasons, my final decision is that I do not uphold Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 31 July 2025.

Mike Ingram
Ombudsman