

The complaint

Mr H has complained Nationwide Building Society took back money they'd temporarily given him pending the outcome of a chargeback claim.

What happened

In February 2025 Mr H told Nationwide his debit card had been stolen. He also disputed six transactions to an online merchant.

Nationwide used the international card schemes chargeback mechanism to raise a dispute on Mr H's behalf. They temporarily credited his account with the amounts in dispute pending the resolution of the chargeback claim.

After the merchant successfully defended the claim, Nationwide re-debited Mr H's account on 25 March. Mr H was unhappy with how he was treated and brought his complaint to the ombudsman service.

Our investigator could see why Nationwide accepted the chargeback resolution which showed items ordered using Mr H's card were delivered to his home address.

Disputing this outcome, Mr H has asked an ombudsman to consider his 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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr H's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

When someone disputes card transactions, financial institutions often use the card schemes chargeback mechanism to recoup the money. We expect them to do this when they consider there is a reasonable chance of success. This does not oblige the merchant involved to refund if they have sufficient evidence that the transactions were properly conducted.

In this case, Nationwide raised a chargeback claim. They received a prompt response from the merchant. I've seen this evidence. This confirms they delivered items related to the six

disputed transactions to Mr H's home address. They also confirmed the IP address which Nationwide was subsequently able to show matched an address when Mr H uses online banking.

Therefore, I can see why Nationwide – in accordance with the terms of the chargeback scheme – took back the money they'd credited Mr H's account.

I know Mr H disputes the IP address evidence and I accept that this does not always confirm what it purports to show. However, in this case I find the delivery address evidence convincing so I won't be asking Nationwide to refund Mr H.

Mr H has been concerned that Nationwide won't communicate with him as he requests. I agree that this must be frustrating, and if this option is available, I'd expect Nationwide to do what they can to comply with Mr H's wishes. However, I can't see this will have had any impact on what happened here.

My final decision

For the reasons given, my final decision is not to uphold Mr H's complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 August 2025.

Sandra Quinn
Ombudsman