

## **The complaint**

Mrs C complains that HSBC UK Bank Plc rejected her disputed transaction claim.

## **What happened**

Mrs C purchased a shower screen from a merchant using her HSBC card.

When the shower screen was delivered and fitted Mrs C discovered that the screen door opened inwards. She says this wasn't made clear in the brochure or by the salesperson at the point of sale.

Mrs C tried to resolve matters with the merchant but was unable to do so. She raised a disputed transaction claim with HSBC.

HSBC initiated a chargeback and issued a temporary refund to Mrs C's account. The merchant disputed the claim and said the shower screen had been supplied as per the purchase invoice. HSBC declined the chargeback and re-debited Mrs C's account.

Mrs C was unhappy with the outcome and complained to HSBC.

HSBC didn't uphold the complaint. It said it had closed the dispute because the transaction with the merchant was face to face and not eligible for chargeback. HSBC acknowledged that Mrs C's account had been re-debited earlier than she'd been told and paid £50 compensation.

Mrs C remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. She said that although she didn't agree with HSBC's stance that a chargeback could be pursued because this was a face to face transaction, she said she didn't think HSBC had acted unreasonably by declining the chargeback on the basis that there was no reasonable chance of it succeeding.

Mrs C didn't agree. She said the shower screen wasn't as described because there was no information in the brochure which said that the door only opened inwards. Mrs C said she was unhappy because HSBC had declined the chargeback claim without asking her to provide information.

Because Mrs C 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.

Chargeback is a voluntary scheme. The way it works is that the card issuer checks the complaint against the list of possible chargeback reasons and reviews the information provided to decide whether or not it can make a successful claim for the customer. Card issuers don't have to pursue chargeback claims and will only do so if they believe they have

enough evidence for a successful claim. This service expects card issuers to help if they can, but we don't expect them to pursue a chargeback claim if it has little prospect of success.

I've looked at the available information to decide whether HSBC acted reasonably when it declined the chargeback.

When the merchant challenged the chargeback, it provided evidence to HSBC which showed that the shower screen was supplied as a pivot door.

Mrs C has acknowledged that she received the shower screen that she placed her order for. But she says the shower door opened inwards instead of outwards, which makes it unsuitable for her bathroom, and that the fact that the screen had this type of door wasn't made clear in the brochure or by the merchant.

My own research suggests that pivot doors typically open inwards i.e. away from the shower enclosure and into the bathroom. The pivot is located on one side of the door, which allows part of the door to swing out into the room whilst the rest swings into the shower. Some pivot doors may have a dual swing feature that allows them to swing both inward and outward. I haven't found any pivot doors that open outwards only.

The merchant has stated that Mrs C selected the shower screen herself. It says it didn't offer any advice as to whether the shower screen was suitable for Mrs C's requirements nor did it make any representations as to how the shower screen functioned.

The merchant says it supplied the shower screen that Mrs C ordered.

When defending the claim, the merchant said that the way in which the shower screen supplied to Mrs C opens – which is a dual swing pivot which opens both inwards and outwards – is a specific design feature of the door.

The description of the door in the brochure doesn't say that the door swings inwards and outwards but it doesn't say that the door only opens outwards (which is the case that Mrs C advances).

I've thought about the information which was available to HSBC at the time. HSBC aren't experts in shower screens and can only make a decision based on the information provided by the parties. Mrs C has said that she wasn't asked to provide information. I've thought about this, but I don't think there was anything that Mrs C could have provided which would've shown that the shower screen supplied wasn't what she ordered, or that it was faulty, or that it had been misrepresented in some way.

Having reviewed the evidence, I don't think it was unreasonable for HSBC to conclude that the chargeback had no reasonable prospect of success. The merchant provided clear evidence to show that the shower screen had been supplied in accordance with Mrs C's order.

I don't think HSBC acted unfairly or unreasonably when it declined the claim. I won't be asking it to do anything further.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or

reject my decision before 28 November 2025.

Emma Davy  
**Ombudsman**