

The complaint

Mr S complains that Bank of Scotland plc failed to reclaim a payment he'd made using his debit card.

What happened

Mr S contacted Bank of Scotland to raise a chargeback request; he was seeking reimbursement of postage costs for two faulty items he'd returned to a retailer – who I'll refer to as "A" – via a postal service, provided by an organisation I'll refer to as "P". Bank of Scotland didn't consider Mr S' chargeback to have any prospect of success because the service he'd paid for (that being the postal service) had been carried out; but as a gesture of goodwill, it agreed to refund the full amount regardless. So, it paid Mr S £46.10.

Mr S, though, wasn't happy with how Bank of Scotland had handled his chargeback. He said he'd been given incorrect information; he didn't think the bank had assessed his chargeback properly, and he'd been caused significant distress and inconvenience as a result. In correspondence with this Service, Mr S said he's seeking further compensation of £500.

An Investigator here reviewed what had happened. Having done so, they didn't think Bank of Scotland needed to take any further action. In summary, the Investigator said that a chargeback raised in the scenario presented by Mr S would indeed be unlikely to succeed. The service Mr S had paid for was, after all, provided and a goodwill offer – to cover the postage costs regardless – was surely a fair and reasonable outcome here.

Mr S disagreed. He maintained that he'd been caused inconvenience by being provided incorrect information, specifically about certain legislation and obligations on the retailer; he felt the handling of his chargeback was contradictory and misleading. Ultimately, Mr S requested an Ombudsman's decision.

As no agreement has been reached, Mr S' complaint has now been passed to me to decide.

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 this matter means a great deal to Mr S; but while this'll be disappointing for him, I'm not going to recommend that Bank of Scotland does anything more. I'll explain why.

First, for completeness, I'll explain that the chargeback process provides a way for the card issuer – in this case that's Bank of Scotland – to help a customer claim a full or partial refund of the amount they paid on their card, if certain things go wrong with what they've purchased. The process is mediated by the card scheme whose logo appears on the card in question – for Mr S, this is Visa. Card schemes set various rules covering things such as what sort of scenarios are eligible for a chargeback, the kind of evidence required, and how long a person has to submit one.

It is, generally speaking, good practice for a card issuer to attempt a chargeback where the right exists and there's a reasonable prospect of success. That said, they're not guaranteed to be successful, and a consumer isn't able to demand that their card issuer attempt one. A chargeback can be defended too; the party which received the payment – generally known as the 'merchant', which for this dispute about postage is P and *not* A – can resist a chargeback attempt. If no party concedes then, ultimately, the card scheme itself can be asked to rule on the dispute in a process called arbitration.

Bank of Scotland didn't pursue a chargeback at all in this scenario. I've thought about whether that was a fair decision and, in the circumstances, I think it was. I say that for largely the same reasons as our Investigator; simply put, I'm not persuaded that any chargeback raised here would've had any prospect of success. Fundamentally, that's because P - who Mr S paid, and the only party a chargeback could be raised against for these transactions – fulfilled what he'd asked it to do, and it provided the service it should have.

I know Mr S has said that his dispute is with A, and I agree that it is, but he didn't pay A to return the items; he paid P. Any obligations which A may, or may not, have aren't relevant here – it doesn't play a part in this chargeback dispute at all – and, while I know Mr S thinks differently, legislation like The Consumer Rights Act 2015, or Section 75 of the Consumer Credit Act 1974, don't come into consideration for this scenario either.

Rather, as I've said, the transactions which Mr S asked Bank of Scotland to reimburse were between he and P. The underlying reason why those transactions were necessary involved A, but the transactions didn't. Bank of Scotland fairly, in my view, considered any chargeback to have no prospect of success given P did exactly what it had been paid to do – but as a gesture of goodwill, it refunded Mr S the postage costs anyway. There's nothing at all unreasonable about that.

I accept Mr S' point about being confused by some of the explanations provided by Bank of Scotland but, in the round, I think the bank was primarily saying that a chargeback raised here had no prospect of success. That wasn't incorrect; and while it's unfortunate that some confusion was caused, of course, and I accept things could've been a little clearer, I don't think Mr S lost out as a result. I know too that Mr S was frustrated by Bank of Scotland's communication at times – so, I'll remind it to ensure that it's taking account of Mr S' communication preferences in any future correspondence.

Overall though, and in closing, I don't require Bank of Scotland to take any further action or pay compensation. While Mr S will no doubt be disappointed by what I've said, it's for the reasons I've explained that I'm satisfied the bank has acted both fairly and reasonably here.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 February 2026.

Simon Louth

Ombudsman