

## **The complaint**

Mr V complains that THE CO-OPERATIVE BANK P.L.C. (CB) failed to pursue a chargeback.

## **What happened**

On 27 March 2024 Mr V ordered an armchair and on 15 April he made a second order for a recliner chair and other furniture. The cost was in excess of £7,000. He paid using his CB debit card. I understand the furniture was delivered on 31 August 2024.

Mr V says that he had problems with the furniture and he contacted the retailer. A number of dates have been mentioned, but I can see that he emailed the retailer on 9 September 2024 about the sofa and refers to an engineer having visited him that day to look at a chair. I gather the furniture was inspected by an independent inspector and he found no manufacturing fault.

Mr V contacted CB on 8 October 2025 and it told him that it could not raise a chargeback as the 120 day time limit had expired. Mr V accepted this but asked that his claim be considered under the Consumer Rights Act 2015. CB also considered a claim under section 75 Consumer Credit Act 1974 (s.75), but as the payment was made by debit card this legislation did not apply.

After CB rejected his complaint he brought the matter to this service where it was considered by one of our investigators who didn't recommend it be upheld. She noted that Mr V had raised the request on 8 October 2025 which was too late for CB to raise a chargeback and s.75 was not available to him as he had paid by debit card.

Mr V didn't agree and said the 120 day limit applied from the date he first became aware of the problem and after reasonable attempts to resolve the problem. He also disputed that he had not raised a complaint with the retailer until May 2025 and he explained that he complained much earlier. Mr V said his medical issues had not been referenced and he had not been treated fairly as a vulnerable customer.

Mr V has a number of significant health issues and is vulnerable. Recently he has been offered a specialist chair by the NHS, but his current furniture prevents this from being delivered to him. He has supplied medical evidence of his health conditions and the need for a specialist chair which the NHS will provide.

## **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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any

discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr V that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I have read and taken note of Mr V's health issues and vulnerability and he has my sympathy. However, my role is to be impartial and I have concluded that I cannot uphold his complaint. I would add that for the avoidance of doubt my role is to consider his complaint against CB and not the retailer or the manufacturer.

I appreciate Mr V has said that he wants protection under the Consumer Rights Act 1974. I regret to say I am not aware of any route available to him under this legislation. If he had paid by credit card he could have made a claim under s.75. That legislation requires there to be a debtor-creditor-supplier agreement but he borrowed no money from CB and so it does not apply.

The other means by which he could get his money back is by a chargeback. This is a voluntary scheme run by the card scheme operator (here it's Visa) to process settlement disputes between the card issuer (such as CB) – on behalf of the cardholder (Mr V) – and the merchant (here it's the retailer). It is not a legal right that the cardholder has.

Visa sets the chargeback rules and time limits for transactions made using the Visa card scheme. And it is Visa that decides whether a chargeback is successful – the card issuer simply makes a request on the cardholder's behalf. If the card issuer knows it is out of time, or is unlikely to succeed, I wouldn't necessarily expect it to raise a chargeback.

Under Visa's rules applicable to this case, a chargeback must be requested within (i) 120 days of the transaction processing date or (ii) within 120 days of the last date the cardholder expected to receive the goods or services (but not exceeding 540 days from the transaction processing date).

Although we have been provided with a number of different dates for various events in the history of this case I am satisfied the goods were delivered on 31 August 2024. I have listened to Mr V's call to CB on 8 October 2025 when he made his claim and was told the deadline had expired. He said he had complained earlier, but I am satisfied that was a reference to his complaint to the retailer.

Visa's rules state that for a dispute falling under the code "Not as Described or Defective Merchandise/Services" the following timescales apply:

*A Dispute must be processed within either:*

*120 calendar days of either:*

*– The Transaction Processing Date*

*– The date the Cardholder received the merchandise or services*

Mr V had 120 days from the date of delivery and that expired long before he contacted CB about the issue. The rule does not say the time begins when the customer becomes aware of the problem.

The rules are set by Visa and not CB so it was not able to raise a chargeback. I recognise the health problems Mr V suffers from but in the circumstances there was nothing the bank could do to assist him get his money back.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 19 February 2026.

Ivor Graham  
**Ombudsman**