

The complaint

Mr L has complained about the way Nationwide Building Society (“Nationwide”) dealt with a claim for money back in relation to goods he paid for using his Nationwide current account.

What happened

On 30 October 2024, Mr L used his Nationwide current account to pay £1,668.99 for goods from a merchant who I’ll refer to as E. Mr L says this was a bicycle and the item was due to be delivered by 5 November 2024. On 16 December 2024, Mr L raised a dispute that he hadn’t received the item. He says that, while the delivery driver took a picture of the item at his front door, he wasn’t in and the parcel was missing.

Nationwide says it sent Mr L a request for information, and it didn’t receive a reply. As it didn’t receive a reply, Nationwide didn’t raise a chargeback claim on his behalf.

Nationwide says that on 21 March 2025, Mr L complained about the service it received saying he’d lost out because of what Nationwide had done. On 1 April 2025 Nationwide issued a final response that it had made no errors and was unable to proceed with his claim as Mr L hadn’t responded to its information request and it was now out of time to raise a chargeback on his behalf.

As Mr L remained unhappy, he referred the complaint to our service. Our investigator looked into things and felt the way Nationwide dealt with Mr L’s chargeback request was fair. Based on the available evidence, it looked like Mr L hadn’t provided the information Nationwide needed to progress his claim.

Mr L didn’t agree explaining that he’d provided all the information requested online but later explained that he hadn’t received a request for information. He asked for evidence of the request which our investigator provided. Mr L remained unhappy, claiming Nationwide wasn’t being truthful.

As the complaint couldn’t be resolved it’s been passed to me to make a decision.

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.

Firstly, I’d like to reassure Mr L, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of the complaint in this decision as I’m required to decide matters quickly and with minimum formality. I would also clarify that I understand Mr L has raised a number of disputes with Nationwide and remains unhappy with a number of issues. But this complaint and decision only relates to his dispute with E.

In deciding this complaint, I’m only considering the actions of Nationwide and how it handled Mr L’s request that it raise a chargeback on his behalf. Nationwide is only responsible for

ensuring that Mr L's claim for a refund is correctly processed and is not responsible for everything E did that Mr L might be unhappy with.

Having considered everything very carefully, I have to tell Mr L that I'm not going to uphold his complaint, and I'll explain why.

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided, where goods or services are defective, or where a credit isn't processed in line with a merchant's refund policy. In this particular case, an appropriate reason might be that Mr L didn't receive the goods he ordered from E.

The chargeback rules set out by the card scheme lay down strict conditions which must be satisfied for a chargeback claim to succeed – so customers aren't guaranteed to get a refund through the chargeback process. If a financial business thinks that a claim won't be successful, it doesn't have to raise a chargeback. But where there's a reasonable chance of success, I'd expect a financial business to raise a chargeback.

It's important to note that chargebacks are decided based on the card scheme's rules – in this case VISA – and not the relative merits of the cardholder/merchant dispute. So, it's not for Nationwide – or me – to make a finding about whether E correctly delivered the goods or not, or whether or not the chargeback rules are fair. Nationwide's role is to consider if Mr L has met the conditions required to enable it to raise a chargeback on his behalf.

Nationwide explained that it sent Mr L an email requesting information to enable it to consider his dispute further on the 16 December 2024 and it didn't receive a response. It is now out of time to consider the matter any further. Mr L initially says he provided all the information needed online and then later that he hadn't received the information request via email.

I've seen a copy of the email sent to Mr L on 16 December 2024 and it requested information such as a detailed description of the order, evidence of how Mr L had tried to resolve matters with E and a copy of the invoice/email confirmation. Nationwide also asked for a reply within 10 days explaining that the VISA rules it was bound to follow only allowed it to raise a dispute within specified timescales (which was 120 days from when the goods were to be received). This meant it had until 5 March 2025 to submit a chargeback claim on Mr L's behalf.

I can see that Mr L had selected communication via email when he raised his dispute and I've also looked at the VISA rules and the information requested by Nationwide was necessary to enable Nationwide to submit a claim on Mr L's behalf via the chargeback scheme. The timeliness rules set out by Nationwide also appear to be correct.

It doesn't look like the details Nationwide asked for were ever provided at any point during the investigation. I appreciate Mr L also spoke to Nationwide over the phone before the 5 March 2025. Mr L spoke with advisors about a number of issues he is unhappy with and is informed that he needed to check his emails for the information requested in relation to his dispute with E, and to call the disputes team within its opening hours to discuss the matter further.

Overall, I can't see any evidence of bank error or unfair treatment of Mr L in relation to this particular dispute. It looks like it requested the information clearly, via email, which was his preferred method of contact, and notified him of the timescales he needed to reply by. And, given the VISA rules it's bound to follow, I don't think it was unfair for it to not proceed with

its claim without the information requested. So, I don't think Nationwide's response to his request for a refund was unreasonable.

I understand Mr L will be disappointed with my findings, but while I've considered his claims, and sympathise with his position, I find the evidence submitted by Nationwide to be persuasive. Without evidence that he replied with the information requested or evidence he was given incorrect information that he relied on, I find no grounds to uphold this complaint.

My final decision

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 March 2026.

Asma Begum
Ombudsman