

The complaint

Miss R complains The Royal Bank of Scotland Plc (RBS) acted unfairly by causing delays in refunding the money she paid, using her debit card, for items she didn't receive.

What happened

In March 2025, Miss R made several purchases for items related to online gaming, from a company I'll refer to as T. In total Miss R paid around £2,600 to T.

Miss R says she didn't receive the items she purchased, so she contacted T to request a refund. As T didn't respond, Miss R contacted RBS in April 2025 for help in getting her money back.

RBS initially asked Miss R for further information, which it says she provided on 7 April 2025. Following this, Miss R contacted RBS to complain, saying it was causing delays by not raising the chargeback, which is a means of asking the merchant (T) for a refund via the card scheme provider, Mastercard in this case.

Miss R continued to communicate with RBS, saying its delays meant she was out of pocket for a considerable amount of money. In May 2025, RBS wrote to Miss R, apologising for the delay in reviewing her complaint and referred her to this Service.

Unhappy, Miss R contacted this Service and said RBS hadn't processed her chargeback in line with the time limits set by the card scheme.

While the complaint was with this Service, Miss R continued to correspond with RBS about the delays, its handling of her complaint and the time she'd spent trying to resolve matters. She also said RBS hadn't provided her a temporary refund as it should have done.

In September 2025 RBS issued its final response letter to Miss R, partially upholding her complaint. It apologised that it had caused delays and for the way it handled her chargeback claims and subsequent complaint. For this it offered £300 compensation and arranged for it to be paid to Miss R. RBS also confirmed to this Service, all the chargeback claims had since been processed and as T hadn't responded it had refunded Miss R the payments she'd made to T.

An Investigator here reviewed matters again, and overall didn't think RBS had acted unfairly. They said RBS had raised a chargeback as they'd expect, and the matter was resolved in line with the card scheme rules. As such, there was nothing further they'd have expected RBS to do.

Miss R didn't agree, saying she'd raised the dispute in April 2025 and RBS had caused delays in raising it.

As no agreement was reached, the complaint was passed to me to decide. I issued a provisional decision explaining why I thought the settlement RBS had already paid fairly resolved matters. I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Firstly, I want to explain in this decision I’ll be looking at the overall journey Miss R has had. I say that because, while she raised numerous complaints with RBS and it provided a final response, upholding her complaint after the complaint was referred to this Service, RBS confirmed this was in relation to both the initial disputes and delays. So, I’ll be taking this into consideration when looking at what a fair and reasonable outcome is.

I should also say, while our Investigator focused on specific transactions and aspects of Miss R’s complaint, Miss R has confirmed she is complaining about all the payments made to T. So I think it’s more appropriate to consider RBS’ actions overall.

I’ve read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I’m aware I’ve summarised Miss R’s complaint in considerably less detail than she has. If I’ve not reflected something that’s been said it’s not because I didn’t see it, it’s because I didn’t deem it relevant to the crux of the complaint. This isn’t intended as a discourtesy to either party, but merely reflects my informal role in deciding what a fair and reasonable outcome is. This also means I don’t think it’s necessary to get an answer, or provide my own answer, to every question raised unless I think it’s relevant to the crux of the complaint.

Chargeback

Chargeback allows for a request of a refund to be made of money paid with a plastic card in certain scenarios, such as when goods or services haven’t been received. I’m looking here at the actions of RBS and whether it acted fairly and reasonably in the way it handled Miss R’s request for help in getting her money back. This will take into account the circumstances of the dispute and how T has acted, but there are other considerations, such as the card scheme rules, which RBS must follow and its own obligations.

Chargebacks are not guaranteed to succeed; the recipient of the funds (T in this case) can choose to challenge or defend a chargeback if it doesn’t think it is valid. But I would expect RBS to attempt a chargeback if there was a reasonable prospect of success.

In this case Miss R contacted RBS on 2 April 2025, completing its online claim forms for each of the transactions she’d made to T. RBS explained it needed some further information which it says Miss R provided on 7 April 2025.

It seems reasonable RBS requested further information, as the rules require certain information for the dispute to be considered, and a detailed explanation. So, I don’t think RBS acted unfairly in this regard, as I’ve seen it was clarifying the dispute Miss R was raising.

At this point it appears RBS had the information it needed to pursue the chargebacks on Miss R’s behalf, but it didn’t start doing so for some time. RBS also don’t appear to have raised each chargeback at the same time, and it took until around 30 May 2025 for it to raise them all.

Miss R has pointed to guidance issued by Mastercard, which says:

“Once a Dispute has been raised with the Bank, the Dispute will usually be resolved within a period of 14 days and a maximum period of 42 days in complex cases. The Consumer must

provide the Bank all appropriate supporting information to enable the Dispute to be properly considered.”

Based what RBS has said, Miss R had provided sufficient information by 7 April 2025, so under the guidance set out above, it should have processed the chargebacks sooner than it did. So, I've taken this into account when considering what a fair and reasonable outcome is.

But I've also taken into account that Miss R raised a large number of chargebacks at the same time. While all for payments made to T, it doesn't seem unreasonable this could impact the time taken to resolve matters.

Typically, the merchant then has 45 days in which to respond to any chargeback raised. In this case, it appears T didn't respond within this timeframe and as such the chargebacks were deemed successful and Miss R was due a refund. However, it took RBS until around 1 August 2025 to process all the refunds into Miss R's account. While I wouldn't necessarily expect the bank to process the refunds immediately, it does appear it took longer for RBS to complete the process here. As such, Miss R has been caused inconvenience in having to wait longer for the refund than she should.

However, on this point, RBS has since apologised for the delays, and paid Miss R £300, in part to apologise for delays caused in both initiating the chargebacks and subsequent refund. This seems reasonable in the circumstances, because Miss R has been put to some inconvenience in having to chase RBS, and it took longer than I'd typically expect for it to process all the chargebacks and subsequently provide the refund. As such, I plan to say RBS acted unfairly here, but that the £300 already paid fairly resolves matters.

Temporary credit

Miss R has also complained RBS didn't provide a temporary credit when investigating her chargeback claims.

While a card provider may provide a temporary credit when raising a chargeback, there's no requirement within the rules to do so. Had the chargeback claims not been successful, RBS would have been required to re-debit the funds from Miss R's account, potentially causing financial difficulties. So given the total amount she'd paid was significant, it seems reasonable RBS chose not to provide any credit, temporary or otherwise, until the chargeback process had been completed.

As such, I don't plan to say RBS acted unfairly here, given the amount in question.

Customer service

Miss R has also complained about the service she received from RBS. I've already explained above why I think it caused some delays in this process, and Miss R was put to some inconvenience in having to chase it. But that overall, I think £300 already paid resolves matters for its actions here.

In addition, Miss R has complained that RBS didn't issue a final response letter when it should have done. Based on what I've seen it doesn't appear RBS issued a final response within the timeframes set by the regulator, but that doesn't necessarily mean I think it should compensate her further for that. I say that because, RBS wrote to Miss R in May 2025, explaining it had been unable to investigate her complaint, but it did refer her to this Service – which she did. So even though it didn't investigate her complaint within the timeframe I'd expect, she was able to refer the matter to this Service in any case. As such, I don't plan to say RBS need to do anything more in relation to this.

Taking everything into account, I think RBS caused some delays here. It took longer to process Miss R's chargeback claims than I'd expect, which meant she was put to some inconvenience in having to chase it and raise further complaints. It also meant she was without the funds for longer than she should have been, had it raised the claims sooner. However, Miss R has now received a refund for the transactions made to T and RBS has paid £300 to apologise for the delays it caused, which I think fairly resolves matters. I say that because, although it's disappointing these delays occurred, I'm satisfied £300 is in line with our award ranges to recognise the level of distress and inconvenience Miss R suffered.

RBS has said its already paid Miss R £300, so I plan to say overall this offer is fair and I don't intend to ask it to do anything further."

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information they wanted me to consider.

RBS responded but said that it didn't have anything further to add. Miss R hasn't responded to either the original or extended deadline I set. As such, I think it's appropriate I move forward to issue my decision, based on the information available.

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.

As I haven't received any further comments in response to my provisional decision, I see no reason to depart from my provisional findings.

Therefore, while I think RBS caused some delays in completing the chargeback process, I think the £300 it's already paid fairly resolves matters.

I say this because Miss R has now received a refund of the transactions made and £300 is fair to apologise for the distress and inconvenience she was caused in having to chase RBS for a response. Because RBS has already paid £300 I won't be asking it to do anything further.

My final decision

The Royal Bank of Scotland Plc has already made an offer to pay £300 to settle this complaint, which it appears to have paid. And I think this offer is fair in all the circumstances.

So I uphold this complaint and say that the payment £300 already made by The Royal Bank of Scotland Plc fairly resolves matters.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 26 February 2026.

Victoria Cheyne
Ombudsman