

The complaint

Mr W complains that Nationwide Building Society failed to properly pursue a chargeback request.

What happened

In July 2025 Mr W purchased a second-hand monitor from a merchant at a cost of £70 paid from his Nationwide account. He says that when he got home he discovered the monitor was broken. He returned to the shop and sought a refund, but the merchant disputed his claim.

Mr W contacted Nationwide and asked that it pursue a chargeback. It took the evidence he had provided and made the chargeback. It also made a temporary credit to his account of £70. The chargeback was defended by the merchant and Nationwide decided there were no grounds to re-present the claim and notified Mr W. It also re-debited his account with the £70.

Nationwide rejected Mr W's complaint and so he brought the matter to this service. It was considered by one of our investigators who didn't recommend it be upheld. Mr W also complained that Nationwide had not used email in its handling of the claim as he had requested. Although this had not been part of Mr W's original complaint to Nationwide it agreed that we could consider it and so I will address both matters in this decision.

Mr W was unhappy with the view issued by our investigator he has asked that the matter be considered by an ombudsman.

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 W 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 should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

I appreciate Mr W's disappointment with the monitor and the outcome of his claim, but I do not consider I can uphold his complaint. I will explain why.

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants. It allows customers to ask for a transaction to be refunded in a number of situations, such as where the goods or services are defective.

There's no obligation for a card issuer to raise a chargeback when a consumer asks for one. And chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by merchants. It's important to note that chargebacks are decided based on the card scheme's rules and not the relative merits of the cardholder/merchant dispute. So, it's not for Nationwide – or me – to make a finding about the merits of Mr W's dispute with the online retailer.

Nationwide's role is to raise the appropriate chargeback and consider whether any filed defence by the merchant complies with the relevant chargeback rules. And from what I've seen, that's what it did here.

I must reiterate that Nationwide does not decide the outcome of any chargeback. It simply takes the evidence provided by the customer and uses that to raise the chargeback. In this case the merchant came back with a robust defence. If Nationwide had made a second presentment it is clear that the merchant would have again defended it. In a few rare cases a bank can take an appeal to the scheme operator, but to do so it would need very persuasive evidence to overcome the merchant's defence. I am satisfied Nationwide took a fair and reasonable decision not to pursue the matter any further.

In doing so it was not stating Mr W's claim was wrong, but that there was no realistic chance of the chargeback succeeding under the scheme operator's rules.

As for Nationwide not making contact by email that is something it is entitled to do. I cannot interfere with its commercial decision to use post and it is not obliged to use the communication method requested by Mr W.

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 W to accept or reject my decision before 19 March 2026.

Ivor Graham
Ombudsman