

### **complaint**

Mr G complains that Vanquis Bank Limited wrongly reversed a chargeback to his account after he bought a faulty mobile phone.

### **our initial conclusions**

Mr G bought a mobile phone which he said was faulty and returned it to the seller. He asked Vanquis to chargeback the money which it did. The seller said that the phone was not received from Mr G and Vanquis reversed the chargeback. Mr G said that the phone was sent via recorded delivery and Vanquis should have told him before reversing the chargeback.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Vanquis had done all it could to assist Mr G and because the chargeback was successfully defended by the seller, it was not required to do any more. Mr G did not agree and responded to say, in summary, that Vanquis should have done more to fight the seller's defence.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr G and the business have provided.

Vanquis has said that the regulations require Mr G to prove that the phone was returned for the chargeback to be successful. It has said that the tracking number from the post office is not enough to prove the phone was received by the seller. In the circumstances, because Mr G is unable to prove that the phone was returned, I cannot conclude that Vanquis has made an error.

Vanquis has explained why the chargeback has been reversed and I cannot require the bank to do any more. As has been explained to Mr G, he may be able to raise the matter with other businesses involved in the transaction but, in the circumstances, I cannot uphold the complaint against Vanquis.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr G either to accept or reject my decision before 18 February 2014.**

*Emma Boothroyd*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.