

complaint

Mr M has complained that Nationwide Building Society refused to refund him for a purchase.

background

Mr M made a purchase, but would like it to be refunded. He contacted Nationwide about both a chargeback and a claim under section 75 of the Consumer Credit Act 1974. Nationwide didn't agree to either, so Mr M complained to this service.

Our adjudicator didn't recommend that the complaint should be upheld. This was because she hadn't seen any evidence that the goods were faulty.

The complaint's now been passed to me for my final decision.

my findings

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

A bank would typically only request a chargeback where there was a reasonable chance of it succeeding. In this case, Mr M hasn't provided any information about what was wrong with the goods. Because of this, I think it was reasonable for Nationwide not to attempt the chargeback.

Mr M also made a claim under section 75. In order for this to succeed – and for Mr M to be given a refund – there would have to have been a breach of contract or misrepresentation about the goods. In this case, Nationwide couldn't conclude there had been either, because Mr M didn't provide any information about what was wrong with the goods. Because of this, I think it was reasonable of Nationwide not to offer him a refund.

my final decision

For the reasons given above, it's my final decision not to uphold this complaint. I make no award against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 April 2016.

Elspeth Wood
ombudsman