

complaint

Mr and Mrs B complain about the customer service they received from Royal Bank of Scotland plc (trading as Halifax) in relation to a chargeback claim

background

Mr and Mrs B have a joint current account. They bought a boiler in June 2014 using Mr B's debit card. In mid July 2015 they realised that there was a problem with the dimensions of the boiler. It didn't fit into the space they wanted it to go. Mr B says the dimensions of the boiler were different to those set out on the seller's website. They had no success getting the seller to accept responsibility for the problem. So in late August 2014 they contacted Halifax and asked it to make a chargeback request. They had spent around £2,100 on the boiler.

They contacted Halifax for an update in mid October 2014. On this call Halifax said that it has sent them a letter dated 4 September 2014. That letter said what information was required from them. It advised returning - or attempting to return - the boiler to the seller. But Mr and Mrs B say they hadn't received it. But they arranged for the boiler to be sent back to the seller. They say they had problems arranging this at a reasonable price. So it wasn't sent to the seller until the end of November 2014. At this point the seller refused delivery. And the boiler was returned to them.

Mr and Mrs B sent Halifax the courier documentation to Halifax. After some problems getting Halifax to confirm that it had received it, they were told that their chargeback request had '*timed out*' because they had taken more than 120 days to give it the information. The 120 day limit is set by the chargeback scheme operator. Mr and Mrs B complain that Halifax hadn't told them about the 120 day limit. They say that had it done this, they would've acted with greater urgency to get all the relevant information (including the courier information) to Halifax in time.

Halifax has refunded Mr and Mrs B for the £200 they paid for the courier. And it paid them another £100. But they think that it should pay them the money they paid for the boiler because Halifax's options meant they couldn't make a chargeback claim.

Our adjudicator sympathised with Mr and Mrs B about what happened. He accepted that they weren't given an opportunity to make a chargeback claim in the end. But he didn't think the chargeback claim would've been successful, even if it was made in time. So he didn't think that Halifax should refund the money they paid for the boiler. He thought it should pay Mr and Mrs B the £200 they paid for the courier. And another £250 (on top of the £100 it had already paid them) for trouble it had caused.

Halifax agreed to this but Mr and Mrs B didn't. They asked for their complaint to be reviewed.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I can see why Mr and Mrs B are annoyed about what happened. They say they went to some effort to find a courier to return the boiler at a reasonable price so that they could give Halifax the information it needed to make a chargeback claim. And I can't see that they were told about the 120 day limit from what I've been provided with.

But like the adjudicator, I don't think a chargeback claim would've been successful in this case - even if Mr and Mrs B had provided all the information required to make a claim in time. I think, on balance, that the seller would've successfully defended the chargeback. That's because Mr B has told us that all the discussions about the dimensions of the boiler took place over phone. And the seller hasn't been able to provide a recording of the relevant calls. So it isn't clear what was said. Mr B has also told us that when he complained about the dimensions of the boiler, the seller told him that they were clearly shown on its website.

I appreciate that Mr B says that the dimensions on the website weren't complete. They didn't take account of the boiler door, and how much space was needed to open it. But I think the seller would've been able to defend the claim successfully by saying that the dimensions were set out on the website. Halifax wouldn't have been required to carry out an independent inspection of the boiler to verify the dimensions and check whether they matched up to those on the website.

So taking the matter as a whole, I don't think it would be fair to require Halifax to reimburse Mr and Mrs B for the money they spent on the boiler. But I also think that that Halifax's offer of another £250 (on top of the £100 it had already paid them) for inconvenience it had caused, and the £200 it has paid them for the cost of the courier is fair.

I realise that Mr and Mrs B may disagree with my decision. If they decide to reject it, they will be free to pursue the matter against the seller by other means – including in court – if appropriate.

my final decision

My final decision is that the Royal Bank of Scotland plc (trading as Halifax) has made a fair offer. It should pay Mr and Mrs B a further £250 on top of the £100 it had already paid them for their inconvenience, and the £200 it has paid them for the cost of the courier.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 30 October 2015.

Laura Forster
ombudsman