

complaint

Mr M complains that Tandem Bank Limited won't refund to him the money that he paid for a pair of shoes and that it didn't make a chargeback request for the payment.

background

Mr M used his Tandem Bank credit card in August 2018 to pay £23.10 for a pair of shoes when he was overseas. He says that holes developed in both shoes after approximately a month of wear. He asked Tandem Bank to make a chargeback for the money that he'd paid for the shoes but he wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She was satisfied that, had Tandem Bank raised the chargeback, there was little prospect of it being successful because Mr M had use of the shoes for almost two months before he raised his issues. And she said that the shoes weren't defective when Mr M bought them.

Mr M has asked for his complaint to be considered by an ombudsman. He says, in summary, that:

- the shoes weren't of satisfactory quality or fit for purpose;
- holes shouldn't appear in a pair of shoes' soles after only two months and the adjudicator didn't correctly balanced the issue of satisfactory quality/fit for purpose against wear and tear;
- Tandem Bank's failure to file the chargeback meant that he had no remedy against the supplier of the shoes and has denied him the right of arbitration under the chargeback rules; and
- its delays in processing his complaint and subsequent denial were poor customer service.

my findings

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

There's no right for a consumer to require that a chargeback claim be made. But if the right to make a chargeback claim exists under the applicable scheme rules – and if there's a reasonable prospect of success – I consider it to be good practice for a chargeback claim to be made.

Mr M bought the shoes in August 2018. He contacted Tandem Bank about making a chargeback for the shoes about six and a half week later because the shoes had developed holes in them. Tandem Bank replied to him just over a month later and said that it wouldn't be making a chargeback claim because the shoes were bought in a shop and Mr M saw the state of them before buying and he'd stated that he'd worn the shoes for over a month so may not qualify for the merchant's return or refund policy.

The shoes had cost £23.10 when Mr M had bought them overseas and he'd used them for more than a month before he contacted Tandem Bank about holes developing in them. Mr M says that a pair shoes should last longer than that – but I consider that that depends on how they're used.

I'm not persuaded that there's enough evidence to show that the shoes weren't of satisfactory quality or fit for purpose when they were bought by Mr M. And I consider that there was no reasonable prospect of a successful chargeback claim in these circumstances because of the use that Mr M had had from the shoes. So I find that it wasn't unfair or unreasonable for Tandem Bank to decide not to make a chargeback claim for Mr M's payment.

Tandem Bank declined Mr M's request for a chargeback within five weeks of his claim to it – and it sent him its final response letter a month later. I'm not persuaded that the customer service that Mr M has received from Tandem Bank has fallen below an acceptable level. So I find that it wouldn't be fair or reasonable for me to require it to refund to Mr M the money that he paid for the shoes, to pay him any other compensation or to take any other action in response to his complaint.

my final decision

For these reasons, my decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 June 2019

Jarrold Hastings
ombudsman