

complaint

Ms T is unhappy that Nationwide Building Society won't give her a refund for a payment she says she didn't authorise.

background

Ms T visited Brazil for the 2014 football World Cup. While she was there, three large payments left her Nationwide current account. Ms T says the payments were for tickets for games and ceremonies at the World Cup. The payments were made using her Nationwide debit card. She disputed the payments with the building society.

Ms T says that for two of the payments, she didn't get any tickets. Nationwide arranged for these payments to be charged back to the company who received them. This was done using the chargeback rules operated by the global card scheme provider of her debit card.

For the other payment, Ms T says she only got some of the tickets. Also, the price she was charged wasn't what she agreed to pay. But Nationwide wouldn't chargeback this payment. It says Ms T had authorised the payment by entering her Personal Identification Number (PIN) into a payment terminal. Nationwide says this means the payment can't be charged back.

Our adjudicator found that Nationwide didn't do anything wrong when it didn't refund the third payment to Ms T. She found that there wasn't enough evidence to show how many tickets Ms T agreed to purchase, or how much she had agreed to pay.

Ms T remains unhappy. She wants an ombudsman to review her case. Ms T says Nationwide should refund the third payment to her. She says the circumstances were exactly the same as for the two payments that have been refunded.

my findings

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

Ms T says Nationwide should have refunded all three payments. She says the circumstances were the same in every case. But this isn't quite right.

One of the reasons that allow Nationwide to put through a chargeback request is if no goods are received. Ms T didn't receive any tickets at all for two of the disputed payments. This meant the building society could ask the card scheme provider to chargeback these two amounts to the company that had received them.

For the third payment, some tickets were received. So the circumstances are definitely not the same in all three cases. In this last case, it is the amount of tickets and the price that is in dispute. So I'm satisfied Nationwide couldn't attempt a chargeback for the same reason as the other two payments.

Nationwide has also told us that at first, it blocked the third payment. It says Ms T then called in. She told the building society that she worked for a charity. The payment was a donation. It was okay for the payment to go through. Ms T disputes this. She has told us this call never took place.

In any event, for Nationwide to attempt a chargeback, Ms T needed to give it evidence of how many tickets she agreed to buy and at what price. She has sent us several emails about World Cup tickets. Ms T also sent us a photo of some tickets. But none of this shows me the amount of tickets she agreed to buy or how much she agreed to pay.

In the circumstances, I'm satisfied Nationwide has done nothing wrong by not refunding the third disputed payment.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 12 October 2015.

John Miles
ombudsman