

## **The complaint**

Mr R complains about the way in which J P Morgan Europe Limited trading as Chase (“Chase”) handled his chargeback claim.

## **What happened**

In March 2023 Mr R ordered two coins online and paid £375 using his Chase card. The coins were posted on a “signed for” delivery service but although the coins were showing as delivered, Mr R hadn’t received the coins and didn’t recognise the signatures on the “signed for” form.

On 19 April 2023 Mr R raised a chargeback dispute with Chase. On 20 April 2023 Mr R provided evidence in support of his claim.

An agent from Chase contacted Mr R on 2 May and 12 May asking for additional evidence and information. Chase has said it didn’t receive a response to these messages. Mr R emailed Chase on 19 May and said he’d already provided the information.

On 26 May Chase advised Mr R that his chargeback dispute had been raised and that the merchant had until 15 July to respond. Mr R responded and said he’d already heard from the merchant that it had issued a refund.

Mr R complained to Chase. He was unhappy with the timescale of his dispute and the customer service he’d received.

Chase partially upheld the complaint and offered Mr R compensation of £30 for the customer service. Mr R declined this and said he wanted £1000. Mr R brought his complaint to this service.

Following the referral of the complaint to this service, Chase said it acknowledged that it hadn’t met the levels of customer service it aimed to provide and increased its compensation offer to £75. It also confirmed that Mr R’s payment of £375 was refunded on 14 July 2023.

Our investigator put the increased offer to Mr R but he declined it. He said he’d spent a lot of time trying to resolve the matter and said he wanted £350 compensation. Chase reviewed Mr R’s comments and increased its offer to £100.

Our investigator didn’t uphold the complaint. They said that although there had been a delay in Chase raising the chargeback, the core issue had been resolved as the chargeback was processed within the timeframe. The investigator said they thought the offer of £100 compensation was fair.

Mr R didn’t agree. He said he hadn’t been offered £100 by Chase. He didn’t agree that he was responsible for the delay in raising the chargeback and said he had provided all the evidence at the start of the claim. Mr R said he didn’t think it was fair that Chase had told him that they hadn’t received the refund when he’d been told by the merchant that the refund had been issued. Mr R said he felt he’d been lied to. He also said he’d sent 138 emails to Chase

attempting to retrieve his money.

### **What I've decided – and why**

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

When dealing with chargebacks, banks and providers of credit need to do so within the remit of the rules set by the relevant card scheme.

Chargebacks are a voluntary scheme. How it works is that the card issuer (Chase) checks the complaint against the possible chargeback reasons to see what sort of evidence is required. This is so it can decide whether or not it can make a successful claim for the customer. Card issuers don't have to submit claims and will only do so once they believe they have evidence which will support a successful claim. This service expects card issuers to help if they can, but we don't expect them to raise a chargeback if there is little prospect of success.

I've looked at the available information to see whether Chase acted reasonably in its handling of the chargeback. The chargeback was ultimately successful. Mr R's chief complaint is about the delay in raising his chargeback claim, the customer service provided by Chase and the time it took to get his refund. He's also unhappy about what he perceives as incorrect information given to him by Chase when it said it didn't have his money, when the merchant had advised Mr R that it had already issued the refund.

Chase has acknowledged that there was a delay in it raising the chargeback claim for Mr R. I've looked into this and I can see that Mr R raised the claim and provided evidence on 19/20 April 2023. The chargeback claim wasn't raised until 26 May 2023, some 5 weeks later. Chase has said that some of the delay was due to Mr R not responding to its emails requesting evidence and information. I can see that Chase requested evidence, but Mr R had clearly already provided sufficient evidence because no further evidence was provided between 20 April and 26 May. So it appears that Chase had enough evidence to progress the claim. I'm therefore not persuaded that Mr R was in any way responsible for the delay.

I've also looked into Mr R's concerns that Chase withheld his money and gave him incorrect information about where the funds were being held. I can see from the chat transcript dated 8 June 2023 that Mr R told Chase that he'd been advised by the merchant that the chargeback had been completed on 6 June. Chase advised Mr R that the funds hadn't been returned. I've reviewed the available information, but I can't see anything to suggest that Chase had received funds on 6 June.

I appreciate that this matter has taken up a lot of Mr R's time and that it has caused him a significant degree of frustration. I've thought about this, and I think it's fair that Chase pays compensation for the customer service issues. I'm unable to safely conclude that Chase deliberately withheld funds from Mr R as I don't have enough information to support this.

Taking everything into consideration, and whilst I appreciate that Mr R will be disappointed, I think the offer of £100 compensation from Chase is fair and reasonable and in line with what this service would award in the circumstances. I'm therefore not upholding the complaint on the basis that the compensation already offered is fair and reasonable. Chase should repeat the offer of £100 to Mr R so that he can choose whether or not to accept it.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 March 2024.

Emma Davy  
**Ombudsman**