

## **The complaint**

Mr B complains about the way in which TSB Bank plc ("TSB") handled his disputed transaction claim.

## **What happened**

Mr B purchased an aquarium from a merchant and entered into a finance agreement with DivideBuy ("DB"). The loan repayments were made from Mr B's TSB account.

Mr B experienced an issue with the aquarium seals leaking. The leak caused damage to his property. Mr B says he contacted the merchant, but it didn't have an office in the UK and referred him to the finance company DB. Mr B says he contacted DB who refunded £59 but said they weren't able to help further. Mr B says he then sought advice from trading standards and was advised to contact TSB to make a claim for his direct debit payments to be returned.

Mr B contacted TSB and requested to raise a chargeback. TSB declined the claim on the grounds that the payments were repayments under the finance agreement, not payments made to the merchant who had supplied the faulty goods.

Mr B wasn't happy with the outcome and complained to TSB. TSB didn't uphold the complaint. It said its decision to decline the claim was correct.

Mr B remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said that TSB had been correct to decline the chargeback and that there was nothing further TSB could have done to assist Mr B with his dispute.

Mr B didn't agree so I've been asked to review the complaint.

## **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.

Having done so, I'm not upholding this complaint. I'll explain why.

Mr B purchased the aquarium from a merchant and financed the cost through DB. I've seen the DB invoice which shows that Mr B was required to make 12 payments of £177.28 to DB. Mr B made the payments to DB from his TSB account.

The aquarium seals leaked, and Mr B contacted both the merchant and DB. Both the merchant and DB would be responsible under section 75 of the Consumer Credit Act 1974 if the aquarium wasn't of satisfactory quality. It isn't clear whether Mr B has raised a complaint with DB under section 75. Even if he had, this service wouldn't be able to look into it because DB isn't FCA registered so we don't have jurisdiction.

Mr B didn't pay for the aquarium using his TSB debit card. So there's no basis on which TSB can raise a chargeback against the merchant.

DB as the finance provider hasn't done anything wrong by collecting Mr B's payments. So there's no basis for TSB to raise a chargeback against DB.

Taking everything into account I'm unable to say that TSB acted unreasonably when it declined the chargeback. I can't see that TSB could've done anything more to assist Mr B in the circumstances.

### **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 B to accept or reject my decision before 29 March 2024.

Emma Davy  
**Ombudsman**