

The complaint

Miss G is unhappy with how TSB Bank plc handled a claim for a refund under the chargeback scheme.

What happened

Around January 2024 Miss G attended a dental clinic abroad, that I'll refer to as 'A', for various work including implants. She paid £3,500 on her TSB debit card, towards a total invoice of £5,600.

Unfortunately, Miss G was unhappy with the treatment. In February 2024 Miss G disputed the amount paid with TSB. She said, in summary, that A changed the treatment plan, didn't do all the work agreed and had left her with missing teeth. Miss G said she had to attend a second dental clinic to resolve the issues, which I'll refer to as 'B', very shortly after which had cost her around a further £3,400. And she said A had initially agreed to refund her on a messaging service, but then blocked her.

TSB raised a claim under the chargeback scheme and asked Miss G to provide evidence to back up her version of events. After considering it, TSB then let Miss G know that the claim had been declined. It said A had defended the claim and said the agreed treatment was received.

Miss G complained about the outcome of the claim and said TSB had raised the chargeback under the wrong 'code'. TSB then issued its final response at the end of April 2024. This said, in summary, that A had defended the claim and had provided evidence Miss G received the treatment she paid for. And it explained A had said Miss G was happy with the treatment.

TSB explained it had sent Miss G's claim to the 'next stage' for the card scheme operator to review. TSB explained the operator of the card scheme declined the claim. TSB also said it did not think the chargeback code used had affected Miss G's claim.

Miss G remained unhappy and referred the complaint to our service. She said, in summary, that she was due to have multiple implants and should've had some temporary ones put in while she healed. But she said following the treatment with A, at her hotel she realised teeth remained that she expected to be removed, and she was left with open wounds and holes in her mouth, which was why she had to attend B.

Miss G also said again that A had agreed to provide her with a refund. She provided some screenshots from a messaging service which she said showed this. And she provided various photos, receipts from A and B, and x-rays.

Our investigator issued an opinion and did not uphold the complaint. She said, in summary, that as TSB had taken the claim to arbitration with the card scheme, there was nothing further it could do. And she said she didn't think the chargeback code used had likely affected anything.

Miss G disagreed. She said she was told from A that she would get her money back, and that she hadn't received '70% of her treatment'.

TSB then said that upon review, it realised the claim wasn't passed to arbitration. It said this was because A had defended the claim and supplied x-rays, CCTV, invoices, and receipts.

Our investigator then explained that the fact the claim hadn't been sent to arbitration didn't change her opinion on the case. She said this was because there was limited information to support what Miss G had said about the treatment.

Miss G still disagreed. She said she'd shown evidence that she paid for a certain brand of implants, but cheaper versions had been used. She said she'd shown proof A had agreed to give her money back. And she said she'd shown on an invoice "*that I paid for temporary which I didn't get*".

As Miss G remained unhappy, the case has been passed to me to decide.

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 don't think this complaint should be upheld. I'll explain why.

I'd firstly like to explain to Miss G that in my findings, as I've done in the background above, I'm going to focus on what I think are the key points and the crux of the complaint. Where I haven't commented on a specific issue or piece of evidence, this isn't because I haven't considered it, nor that I find it unimportant. I've carefully thought about everything Miss G and TSB have said and this approach reflects the informal nature of our service.

Miss G complains about a claim made under the chargeback scheme. A card issuer can attempt a chargeback under certain circumstances when a consumer has a dispute with a merchant – for example when goods or services aren't provided.

It isn't a legal right and it's not guaranteed any funds will be recovered. But I'd generally consider it good practice for a card issuer to raise a dispute if there is a reasonable chance of it being successful. The chargeback process is subject to the rules of the scheme and strict criteria apply. It's worth pointing out here that these are not set by TSB.

There are certain reasons or 'codes' for a chargeback to be claimed under. When Miss G contacted TSB and disputed the transaction, TSB did raise a chargeback claim and recorded it as '*Merchandise/Services Not received*'.

In summary, after TSB raised the chargeback, A defended it. A disputed Miss G's version of events and provided evidence. At this point, TSB needed to decide whether to accept this, or if it should refer the matter to the card issuer for it to arbitrate and ultimately decide the outcome. While there was some confusion about this, TSB has recently confirmed that after A disputed things, it did not take the claim further to arbitration. So, what I need to consider here is whether TSB acted reasonably.

I should point out that this case involves complex medical procedures, about which I am not an expert. Nor, presumably, are the staff at TSB. So, testimony and other evidence from experts in the field can be extremely important in a case such as Miss G's, to explain exactly what happened and to interpret any evidence provided, such as x rays or photos. I will comment further on the evidence Miss G gave to TSB below. But it's worth explaining up

front that there is no expert testimony in this case to explain what happened. Nor is there any expert testimony to give any context to the evidence that Miss G has provided.

It's also worth explaining that the chargeback scheme does not have the same powers a court does to compel witnesses or gather further evidence. So, I need to solely consider what information TSB had at the time.

I've reviewed the messages between A and Miss G, presumably both from before and after the treatment. With respect to both parties, I think it's fair to say it's very difficult to follow the conversation to understand what was agreed to and what wasn't.

I've looked at the invoice from A from the time Miss G appears to have paid. This lists various treatments. And I accept the treatments differ from two other quotes that Miss G got from A. But, as above, it's difficult to follow what Miss G actually contracted with A for. And there is no explanation to show *why* the quotes and invoice differ. This is important as, if the treatment plan did change, there is no context to explain anything that happened during any consultation or surgery.

I also need to consider that only part of the treatment was paid for and the messages from A seem to imply that some of the treatment was due to be received by Miss G at a later date. Miss G also made reference to the fact she expected to receive 70% of the treatments, as that was what had been paid for. But, having reviewed the evidence it's not clear what was agreed to have been done at the first appointment and then what was to be done later.

I've thought about the invoice from B that Miss G provided. This lists out various treatments, including three implants. And some of the treatments appear to overlap with those listed on some of the documents from A. Miss G also said B expressed serious concerns about the work carried out by A and told her different implants were used by A than had been agreed.

But, there is no commentary from B, nor any other dentist or medical professional, about this invoice nor the treatment Miss G received. I haven't seen anything from B explaining what work was or wasn't carried out by A, nor the standard to which it was carried out. Nor is there any explanation of *why* the work B did was needed.

I've reviewed the photos of Miss G and the x-rays provided, along with what she said about what happened at the time. But again without any expert testimony to explain what these show, and as above without having a clear explanation of a treatment plan or why this may have changed, it's very difficult to reach any conclusions from these.

I've seen the response from A in relation to the chargeback. It provided various documents, x rays and invoices for the work carried out that it said showed Miss G got the treatment it agreed. And it explained Miss G had paid for the work after it had been carried out.

A later explained that a further x-ray provided by Miss G, without any expert opinion to go alongside it, didn't show issues with Miss G's treatment.

Considering all of this, I'm satisfied the lack of any expert evidence here means the chargeback did not have a reasonable chance of success. It follows that I don't think TSB did anything wrong when it did not take the claim further.

I've gone on to consider that Miss G said A agreed to a refund. I've reviewed the screenshots Miss G provided. Again, with respect, it's very difficult to work out what happened here. Amongst other comments, A states:

“they will notify the amount to be refunded to the extent that the transactions will be examined”

“they will pay 780 pound return to you”

So while I accept there is some mention of a refund, it isn't possible to tell what this amount refers to or why. It follows this doesn't change my opinion.

I've considered what happened with regards to the claim going to arbitration or not. It appears from TSB's notes it went to "*pre arbitration*", at which point the chargeback was described as "*invalid*". TSB said this was because Miss G clearly received the treatment and paid for it following the procedures.

In its final response, TSB said the chargeback had been taken to the "*final stage of the chargeback process*". I do think this is misleading. But, ultimately, I don't think it was unreasonable not to move the case to arbitration for the reasons I explained above. So, this doesn't change my opinion.

I've also looked at the online reviews Miss G provided but I can only consider what happened in her individual case, and only in relation to what TSB did when looking at the chargeback claim. So, these reviews don't affect my thoughts about the case.

Finally, I've thought about the reason code used by TSB when the chargeback was raised. It was put through under the code "*Merchandise/Services Not received*". And I've seen some contact notes that explain this wasn't valid and instead the claim should've used the code "*Not as described*".

I've carefully considered this and I know how strongly Miss G feels about this. But, due again to the lack of expert evidence or commentary here, I don't think the chargeback had a reasonable chance of success under either code. So, it follows this doesn't change my opinion.

I'd like to reassure Miss G that I've carefully considered everything else she's said. I was sorry to hear about the issues she's had. And it's worth noting that I am not making any findings on what A did or didn't do wrong - I am only looking at TSB's response to the chargeback claim. But, having done so, I don't think TSB needs to take any further action.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 24 March 2025.

John Bower
Ombudsman