

The complaint

Mr S complains TSB Bank PLC ("TSB") refuses to refund him for transactions on his account he says he didn't authorise.

What happened

Mr S complained to TSB about many transactions on his account, some he disputes as unauthorised and some he says he did authorise, but the goods were not received. Mr S says TSB should refund him for all these transactions.

TSB has made an offer to refund Mr S in full for all the disputed transactions which he says he didn't make. It has also offered to refund Mr S for two of the transactions where he disputes receiving the items. TSB says the remaining disputes relate to transactions for which the chargebacks were declined; made too late to raise a chargeback; or were in relation to charges which were not made from his TSB account at all.

Our investigator considered this complaint and felt the offer made by TSB was a fair way to resolve this dispute in relation to the unauthorised transactions. She also considered the chargeback disputes and felt this shouldn't be upheld. Mr S didn't agree, so the complaint has been passed to me to consider.

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.

Generally speaking, TSB should refund any unauthorised transactions on Mr S account. These are the rules set out in the Payment Service Regulations 2017. Mr S says he didn't carry out the transactions in dispute. TSB has responded to our request for information by offering to refund Mr S the full amount of the transactions Mr S says he didn't make. This is what we would have asked it to do had we been persuaded the transactions were unauthorised. So, I think this offer is fair.

The remaining transactions Mr S disputes relate to authorised transactions which Mr S says he didn't receive the goods for. In such circumstances we would expect TSB to raise a chargeback.

I understand all the transactions in dispute relate to purchases made through eBay, and TSB has provided evidence to show eBay has refunded some of the transactions already, so TSB considered the remaining transactions which have not already been refunded. It identified 14 transactions which Mr S asked it to consider, and I've looked at the evidence supplied for each.

There are three transactions disputed between 21 August and 30 August which TSB says were not debited from Mr S's account. I've looked through Mr S's statements and I also cannot find any evidence that these were debited from his TSB account, so perhaps these were debited from an account Mr S has.

There were two transactions disputed on 30 August 2023 for the amounts of £19.26 and £33.13. TSB says it has decided to offer a refund of these two transactions as a gesture of goodwill as it cannot provide evidence of why a chargeback was not completed here.

TSB has provided evidence that a chargeback was raised on the remaining transactions disputed from 30 and 31 August, and 4 September. But these were all declined. This was because the merchant provided evidence that the goods were delivered to his address, or the information requested from Mr S was not provided. The final transaction in dispute from 31 December 2023, TSB says was raised too late. I have considered TSB's approach to these chargebacks, and I think this outcome is fair. I'll explain why.

The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. The card scheme operator ultimately helps settle disputes that can't be resolved between the merchant and the cardholder. Such arbitration is subject to the rules of the scheme, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid, and potentially succeed. Time limits also apply.

It is only reasonable to expect TSB to raise a chargeback on each transaction if it has a reasonable prospect of successes. For each transaction TSB asked Mr S for evidence to support the chargeback requests, however it says the evidence it received was unclear and conflicting. So, based on the rules that apply, it I think it is fair it was not able to process a chargeback on these grounds. There is also evidence Mr S raised his chargeback to late in relation to the dispute from 31 December. And as I explained above, time limits apply to chargeback requests.

Overall, I think the offer received by TSB is fair in relation to the unauthorised transactions and having considered the chargeback requests I think TSB's approach is fair. So, I won't be asking TSB to do anything further.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 April 2025.

Sienna Mahboobani
Ombudsman