

The complaint

Mr B complains about the way Starling Bank Limited handled a refund claim which he made and about its interactions with him when he raised that complaint.

What happened

Mr B bought an item from a well-known retailer and paid for it using his Starling payment card. The item was delivered but Mr B decided that he wanted to return it. It was collected from his home, but the retailer did not provide a refund.

Mr B contacted Starling Bank to claim a refund under the chargeback scheme. He explained that he had been told he would receive a refund but that it had not been made.

Having reviewed the information which Mr B had provided, Starling Bank asked Mr B to provide further information about the purchase and the reasons why no refund had been made. Mr B was unhappy with the way the claim had been handled.

Starling Bank sought to explain why it needed more information. Mr B thought however that staff were rude and unhelpful. The bank therefore set up two complaints – one about the handling of the claim and one about the handling of his complaints. This decision deals with both.

Mr B continued to be unhappy with the way Starling Bank treated him. It reviewed the telephone calls and web chats between them and, as a result, paid Mr B £100 by way of compensation.

Mr B did not think the bank had done enough to resolve his complaint and referred the matter to this service. In a preliminary assessment, one of our investigators indicated that he thought Starling Bank had done enough to resolve the complaint. Mr B did not accept that assessment and asked that an ombudsman review the case.

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.

Mr B has noted that the investigator did not address in detail all the issues he had raised in bringing this complaint. The Financial Ombudsman Service is, however, an informal dispute resolution service. That sometimes means that our assessments and decisions do not go into as much detail as some complainants and respondents might wish or expect. I can assure Mr B and the bank, however, that I have considered very carefully all the evidence they have provided and all the arguments they have made before reaching this decision. I have not however found it necessary to comment on everything that has been provided.

And I note as well that, since Mr B referred his complaint to this service, the retailer has successfully defended the chargeback claim. I have not however considered that issue and make no further comment on it.

I turn then to Starling Bank's handling of the chargeback claim. I don't believe it was unreasonable to ask for more information about what had happened between Mr B and the retailer. Nor was it unreasonable to ask for evidence in support of the claim. Indeed, it is what I would expect in the circumstances.

I have listened to the bank's recordings of its calls with Mr B and have read the written exchanges. Having done so, I do not share his view that staff were rude or that they subjected Mr B to verbal abuse.

For example, Mr B's concerns include a complaint about the use of the word "discuss" in the context of a request for information. His response to an invitation to discuss his case was:

It misleading to say you've called to discuss my complaint when this is not the case. To discuss a matter requires you to also have something to say to me, even to resolve the complaint. But to call for more info is not to discuss; these are not the same things. And the fact that you insist on using the word discuss despite my telling you that that is not what is happening in the call, is dismissive and a waste of my time.

And:

I have had to cancel and end important meetings because you wanted to "discuss" my complaint.

He also complained about the terminology in the bank's app:

It is also misleading for your app to say talk to starling when this not a telephone talk. It is only a type-messaging function...

A senior complaint handler picked up on Mr B's comment about having to end or cancel meetings and said:

I recognise that there has been some difficulty making the time to speak to us over the phone about this complaint previously due to your schedule, so I thought I would reach out and ask for a best time to call today between now and 16:00 to arrange a call regarding the outcome.

Mr B replied:

Hi [name], already off to a great start accusing me of not being available to speak when this has never been the case.

But well done, for starting the blame game.

I don't share Mr B's interpretation of the comment about finding time to speak. In my view it was simply an attempt to find a mutually convenient time to talk and an offer to be flexible.

Mr G has said too that staff members were allocated to his case based on their race. I have seen nothing to suggest that was the case.

My final decision

For these reasons, my final decision is that I do not uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 March 2025.

Mike Ingram
Ombudsman