

## **The complaint**

Miss W has complained Starling Bank Limited won't refund her for numerous disputed transactions made between March and July 2024.

## **What happened**

Miss W gambles online and uses her Starling card to deposit cash into various accounts. Despite using sites she recognised, she was regularly authorising payments to merchants she didn't recognise. She made complaints to Starling and was advised what level of evidence would be needed to dispute these.

Towards the end of the year Miss W brought a complaint to Starling through our service.

Starling wouldn't refund Miss W. They explained some of her disputes now exceeded the timescale for chargeback disputes. In other cases there remained incomplete evidence. They also confirmed that chargeback rules wouldn't permit disputes to be raised about gambling activities.

Miss W wanted our service to review her complaint.

Our investigator wouldn't uphold her complaint. There was no dispute these transactions had been authorised by Miss W and Starling's reasoning around chargebacks was accepted.

Miss W didn't agree with this outcome. Miss W's complaint has been referred to an ombudsman for decision.

## **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've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Miss W's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

To help me come to a decision, I've reviewed the evidence Starling provided as well as what Miss W has told us.

It's clear from Starling's evidence that the card transactions Miss W disputes were authorised within her Starling app.

It appears to me that Miss W continued to try and make many transactions using her Starling card despite issues she'd had the preceding month when she disputed six transactions. Notwithstanding her concerns that she was ending up using websites she didn't recognise, Miss W continued to use her card.

I'm also aware from Starling that Miss W had made many fraudulent claims before the transactions in February 2024, and I've taken this into account when reviewing the evidence for this complaint. I've not seen any evidence from Miss W about any steps she took to keep herself safe when using gambling sites.

More than 20 transactions were raised as disputes. I can see that around 10 of these have already been successfully refunded or reversed by the merchants involved.

Firstly, I'm not in a position to consider these disputed transactions as unauthorised under the PSRs, as the evidence clearly indicates otherwise.

I have therefore gone on to review whether these disputes could have been raised under the chargeback rules.

I'm satisfied that by the time Miss W raised her dispute, many of these transactions were already out of time for any dispute to be raised. The relevant chargeback rules have a limit of 120 days. A considerable number of these would have exceeded this timescale.

It's also clear that quite a few of these transactions were for gambling. Again the chargeback rules limit any bank's ability to raise a dispute when gambling is involved.

And finally I've seen no evidence that Miss W presented to support her claim these transactions were in dispute. The chargeback rules do require these, and I can see a letter that Starling sent to Miss W laid out what was needed from her to support these claims.

As I've seen nothing further, I'm satisfied that Starling would not have been able to initiate chargebacks through the international card scheme rules governing these.

I appreciate that Miss W has gone through a very difficult period and losing funds through these websites can't have helped. However, I'm not able to ask Starling to refund her.

### **My final decision**

For the reasons given, my final decision is not to uphold Miss W's complaint against Starling Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 7 April 2025.

Sandra Quinn  
**Ombudsman**