

## **The complaint**

Mr W complains Starling Bank Limited didn't do enough to help get refunds for transactions made on his debit card.

## **What happened**

Mr W had an online account with access to content creators which I'll call "F", making a number of payments to access specific content via his Starling debit card. In March 2024, Mr W says his account was closed, meaning he lost access to all the content he'd paid for, with F saying all payments were non-refundable.

Mr W therefore asked Starling for help in getting a refund for payments made between October 2023 and March 2024 to F.

Starling considered Mr W's dispute and whether it could raise a chargeback, which is a process of asking F for a refund. Starling noted that all but three transactions appeared to have been refunded to Mr W, and it didn't think it had a reasonable prospect of success in disputing these transactions, so declined to raise chargebacks.

Unhappy with Starling's response, Mr W complained. Starling said as Mr W had authorised the transactions and previously made use of the content available on F, there wasn't a chargeback code it could raise his dispute successfully.

Mr W consequently referred his concerns to our service. One of our Investigators looked into what happened and thought Starling had acted fairly. He said Starling had considered Mr W's dispute against the chargeback scheme rules and was reasonable in concluding the circumstances of Mr W's dispute didn't fall within these.

Mr W disagreed saying he'd paid for content that had he no longer had access to. So, he said it was unfair he'd paid for these services but no longer had access to it. As agreement couldn't be reached, the decision has been referred to me 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.

I'm looking here at the actions of Starling and whether it acted fairly and reasonably in the way it handled Mr W's request for help in getting his money back. This will take into account the circumstances of the dispute and how the merchant (F) has acted, but there are other considerations, such as the card scheme rules, which Halifax must follow and its own obligations.

Mr W paid using his debit card. This meant the only realistic option available to Starling to get his money back was to engage with a process known as chargeback.

The chargeback process provides a way for Starling to ask for a payment its customer made to be refunded. Where applicable, it raises a dispute with the merchant and effectively asks for the payment to be returned to the customer. There are grounds or dispute conditions set by the relevant card scheme, Mastercard in the circumstances and if these are not met, a chargeback is unlikely to succeed.

Chargebacks are a voluntary scheme and not always guaranteed to succeed. Where a card provider has evidence to think a chargeback may have a reasonable prospect of success, I'd expect it to raise this on behalf of its customer, to support them in their dispute. However, if the card provider, such as Starling doesn't think it has enough to support a successful chargeback, it may be reasonable that it declines to raise this on behalf of its customer.

In this decision, it isn't for me to decide the underlying chargeback dispute, rather my decision is limited to whether I think Starling acted reasonably in its handling of Mr W's chargeback request. Starling declined to raise a chargeback for the transactions Mr W disputed, so my decision focuses on whether it was fair in making this decision.

The card scheme rules set out strict criteria under which a chargeback can be raised, such as goods or services not received, or credit not processed.

From the evidence available, my understanding is that Mr W's dispute is that he'd paid to access content on F, but his account was then deleted. Due to his account being deleted he lost access to the content he'd paid, so he felt it was unfair for F to keep the money he'd paid.

I've seen an email from F, which sets out Mr W's account was deleted for violation of its Terms of Service, Acceptable Use Policy and Community Guidelines. F also confirmed that all payments are non-refundable.

So, while I appreciate Mr W will have been frustrated at losing access to the content he'd paid for, acknowledging that a payment was made on the day of his account being deactivated, I think Starling was reasonable in its decision not to raise a chargeback. I say this, as I'm not aware of a reason code through which Mr W's dispute had a reasonable prospect of success or would have achieved a refund.

As a result, while I appreciate this answer will likely come as a disappointment to Mr W, I think Starling did what it was required to. It considered the circumstances of Mr W's dispute against the card scheme chargeback rules and decided it didn't think a chargeback would succeed if it raised it. In reviewing the card scheme rules, I think Starling was reasonable in reaching this conclusion. As a result, I won't be asking Starling to do anything further.

### **My final decision**

For the reasons outlined in my decision, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 10 July 2025.

Christopher Convery  
**Ombudsman**