

The complaint

Ms R complains that Starling Bank Limited failed to pursue a chargeback.

What happened

On 31 December 2024 Ms R took her pet to a veterinary surgery due to it having a blocked bladder. The vet's clinical summary states that a catheter was used successfully. The cost of this was £713.30 which Ms R paid using her Starling debit card. On 2 January 2025 Ms R took the pet to another vet which she had used before for the same problem. That vet identified that the bladder was blocked again and it also administered a catheter and the cat was kept in for further treatment.

Ms R complained to the first vet and it responded to say that the attending vet had warned Ms R that a repeat blockage was likely and they had recommended additional treatment which Ms R had declined. It rejected her request for a refund.

Ms R contacted Starling to raise a dispute and it considered the evidence supplied by Ms R. On 8 January it wrote to her to say that it would be unable to raise a dispute and without more evidence that the procedure hadn't been carried out as advertised or that the symptoms would definitely not reoccur on the same day.

Ms R complained and Starling explained that it had to operate within the rules set by Mastercard which set the evidentiary threshold for chargebacks. It explained that chargebacks were a discretionary service and even with additional material supplied by Ms R the bank did not consider it had made a wrong decision.

Ms R brought a complaint to this service where it was considered by one of our investigators who didn't recommend it should be upheld. He explained his role was to consider the actions of Starling. He noted the original vet had provided a defence to Ms R's claim and applying Mastercard's guidelines there was no reasonable chance of the money being recovered. He also explained that a section 75 Consumer Credit Act 1974 claim would not apply since Ms R paid by debit card.

Ms R did not agree and said she was vulnerable and the whole series of events had caused her stress and affected her mental health. She said neither the bank nor the investigator were trained vets and couldn't evaluate the claim. She said that neither this service nor Starling had been supportive when she needed help. Ms R believed she was entitled to support. She considered this behaviour to be unreasonable and suggested she had been harassed. She also referenced Consumer Duty. Our investigator responded setting out why he felt Starling had acted reasonably. He also explained that he believed Starling had complied with the Consumer Duty requirements and he could not say that Starling had been responsible for harassment.

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 have every sympathy with Ms R and the situation in which she finds herself, but I do not consider I can uphold her complaint. I will explain why.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Ms R that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Firstly, I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

Ms R asked Starling to make a chargeback. A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants. It allows customers to ask for a transaction to be refunded in a number of situations, such as where the goods or services are defective.

There's no obligation for a card issuer to raise a chargeback when a consumer asks for one. And chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by merchants. It's important to note that chargebacks are decided based on the card scheme's rules – in this case Mastercard's – and not the relative merits of the cardholder/merchant dispute. So, it's not for Starling – or me – to make a finding about the merits of Ms R's dispute with the vet.

Starling's role is to raise the appropriate chargeback if it considers it has merit and consider whether any filed defence by the merchant complies with the relevant chargeback rules.

I must make it clear that neither Starling nor this service are experts in veterinary medicine. We are not evaluating the competence of the vets. Starling's role is to consider the claim and the evidence put forward by Ms R along with the defence put forward by the vet to decide on the chargeback. Starling does not decide the outcome of any chargeback. That is decided by Mastercard. What Starling does have is knowledge of the chargeback regime and what is needed to pursue a successful claim.

It reviewed the claims and evidence supplied by Ms R and also the defence put forward by the vet in response to Ms R's complaint to it. I appreciate the strength of feeling Ms R has shown in her pursuit of the claim and her complaint, but I do not consider the chargeback route offers her the outcome she is seeking. It is highly unlikely that Mastercard would have agreed with Ms R.

The chargeback regime sets out various reason codes under which a claim can be made. The most appropriate one in this situation is 'goods or services not provided.' However, the original vet did treat the pet and the clinical records sets out what was done. Ms R says it didn't treat the pet as claimed. Within two days the bladder was blocked, but as the original vet has set out in its defence this was quite likely to happen.

I note what Ms R says the second vet has said about the first, but the clinical notes she has provided do not make any reference to the previous treatment being wrong. They simply confirm that two day's later the bladder was blocked. Added to that the original vet says Ms R refused the treatment it recommended.

If Ms R believes the original vet was negligent then there are more appropriate routes to take to seek some form of redress other than the chargeback regime. As I hope I have explained the chargeback rules are quite restrictive and I consider Starling acted appropriately in reaching the decision not to take it further. I would add for clarity that if the chargeback had been successful it would only have resulted in Ms R getting £713.30 back. The chargeback regime does not provide for any ancillary costs or compensation.

I also cannot see that Starling has harassed Ms R. It took the evidence she provided, reviewed it and let her know its decision without delay. I appreciate it did not reach the decision Ms R wanted, but that does not mean that it treated her badly in any way.

Nor do I think it can be said to have failed in its obligations under Consumer Duty. The Consumer Duty principle requires businesses to deliver good outcomes for customers. I can only repeat what our investigator has said in addressing this issue. 'They should act in good faith, avoid causing foreseeable harm and enable and support customers. Starling Bank has an obligation to give consumers the information they need at the right time and in a way they understand, so they can make good financial decisions. However, the Duty doesn't remove a consumer's responsibility for their choices and decisions.'

I believe Starling acted in good faith and dealt with the request promptly and correctly, keeping Ms R informed.

I can understand the stress Ms R has had to deal with and I can only sympathise with her. I do hope her pet is much improved. I appreciate she will be disappointed with my decision, but I do not consider I can uphold her complaint.

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 Ms R to accept or reject my decision before 20 October 2025.

Ivor Graham
Ombudsman