

## **The complaint**

Miss J is unhappy with the way TSB Bank plc considered her chargeback claim for clothes bought with her debit card.

## **What happened**

Miss J bought some clothing from an online merchant in May 2024, using her TSB debit card. When she received the clothing, she wasn't happy with the quality of the items so emailed the merchant, asking to return them. The merchant asked for photos of the package and the items – Miss J sent a photo of the parcel but didn't want to take pictures of each item. She said she had a right to cancel within 14 days under the Consumer Contracts Regulations 2013 (CCRs). The merchant still asked for photos of the items to inspect the quality and wouldn't continue without these.

Miss J wasn't happy so asked TSB to recover the money through a chargeback. TSB opened the chargeback claim using the reason code "Not as Described or Defective Merchandise" but it's unclear if Miss J selected this reason code herself. The merchant defended the claim saying Miss J hadn't returned the clothing for a refund. It also said it had asked her for photos to review the quality but hadn't received these, and the clothes supplied matched its online descriptions. TSB told Miss J the merchant had defended the claim and said it would reverse the temporary refund – but Miss J could provide new evidence if she wanted to continue with the dispute. Miss J didn't respond by the deadline in August 2024 so TSB went ahead and closed the chargeback claim.

Several months later, Miss J complained about the outcome of her claim, and as TSB didn't change its mind, she brought the complaint to our service.

Our Investigator didn't uphold the complaint. He said TSB had fairly considered the chargeback claim. He found TSB had sent Miss J the merchant's defence and asked her to address this, but it had taken her several months to respond with photos of the clothing and the online listings. This meant the chargeback had run out of time, so TSB couldn't do anything else to resolve the dispute. Miss J disagreed and said the Investigator hadn't fairly considered her rights under the CCRs and the Consumer Rights Act 2015.

## **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.

Miss J has made several detailed points in her complaint. I've considered everything she's said and all the information on the file. But in my decision, I don't intend to refer to everything or address every point made. I mean no discourtesy by this, instead I will focus on what I see as being the key outstanding points following the Investigator's outcome, and the reasons for making my decision.

A chargeback is a process under the relevant card scheme, set up to settle disputes between card holders and merchants. These schemes are voluntary, and the rules about

when a customer can request a chargeback as well as the requirements of both parties involved are set by the card scheme itself.

It's important to clarify that it's not for me to decide any dispute between Miss J and the merchant. I can only look at whether TSB has acted fairly and reasonably in the circumstances of the complaint. I've considered the card scheme rules for the relevant code, including the expectations for both the merchant and customer.

I wrote to both parties informally, setting out my understanding of the case. I said my initial thoughts were broadly in line with those of the Investigator. I explained I've found TSB raised the chargeback for Miss J, it updated her when the merchant defended the claim and gave her the opportunity to respond with more evidence.

As it didn't get a response and didn't have sufficient evidence to address the merchant's defence, I think it was reasonable for TSB to close the chargeback at this stage. Miss J didn't respond to TSB for several months, by which time it was then too late for TSB to reopen the chargeback. This is because chargebacks have time limits set by the card scheme.

While it's unclear exactly what evidence Miss J provided at the start of the chargeback process, even taking into account what I've seen from her final submissions, I don't think TSB would have needed to do anything different. I say this because I'm not persuaded there is sufficient evidence the goods provided to Miss J were defective or not as described from the photos she's sent.

I've also not seen sufficient evidence that the merchant refused a return of the goods. I understand the merchant asked Miss J for photos of the goods, but I think this was because it wanted to understand her complaint about the quality. The emails between Miss J and the merchant don't show it refused to accept a return, and ultimately Miss J was responsible for returning the goods if she wanted a refund within the 14-day period.

I don't think Miss J's points about the CCRs and Consumer Rights Act 2015 mean her complaint should be upheld either. TSB could only help resolve the dispute through a chargeback – unlike a legal claim under the Consumer Credit Act 1974, a chargeback mainly follows the card scheme provider's own rules, not consumer law, like the ones Miss J has mentioned.

The dispute is more complex as Miss J raised more than one issue with the goods – she told TSB the clothes were of poor quality, not as described, and that she couldn't return them for a refund. TSB could only raise one chargeback but it's unclear if it asked Miss J to select the reason code herself, or if it did this. Regardless, I think TSB had two suitable options for the card scheme:

#### Not as Described or Defective Merchandise

TSB raised the chargeback under this code, but the merchant defended the claim. It said the items dispatched matched the website and they were delivered on time. It also said it tried to support Miss J with the dispute but hadn't heard back from her.

Our Investigator found TSB asked Miss J for more evidence to address these points but didn't get an answer within 30 days, so the chargeback was closed. Even when TSB received more evidence from Miss J, including photos and item listings, I don't think it was sufficient to show the goods provided weren't as described or were defective, as I've explained above. I therefore think TSB treated Miss J fairly here.

#### Cancelled Merchandise/Services

As Miss J said the merchant prevented her from returning the goods within the 14-day period allowed, TSB could have used this code instead. To be successful, it's likely Miss J had to provide sufficient evidence to show the merchant had prevented her from returning the goods or refused the return within the returns period.

But, the evidence Miss J has shared with TSB doesn't support this. I've thought about the evidence TSB likely had at the time it raised the chargeback, and I've taken into account the further evidence Miss J provided several months later. I don't think this showed the merchant had refused to refund her or obstructed her from returning the goods, which it was her responsibility to do. Instead the emails show the merchant responded to her complaint about the quality of the clothes, asking for photos to investigate this.

I'm not persuaded the emails show the merchant refused to accept a return of the items – so I don't think a chargeback under this code would've been successful had TSB used it instead.

### Summary

It's clear Miss J is unhappy with the items she received, and I'm sorry to hear this. I've reviewed all the points Miss J sent for her complaint, including her arguments relating to regulations and law. But I think the key consideration here is whether TSB handled the chargeback in a reasonable way, thinking about the relevant rules of the card scheme.

For the reasons I've explained above, I don't think TSB has acted unfairly and so it doesn't need to do anything further.

### **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 Miss J to accept or reject my decision before 2 February 2026.

Hannah Dunkley  
**Ombudsman**