

## **The complaint**

Mr M complains that Starling Bank Limited declined his disputed transaction claim.

## **What happened**

Mr M purchased a Nintendo Switch online from a merchant on 21 August 2025 using his Starling card.

Mr M opened the box, tried the console and decided he wanted to return it.

The merchant refused to refund Mr M on the grounds that its policy stated that they couldn't accept a return if the security seals had been broken.

On 27 August 2025 Mr M raised a chargeback dispute with Starling.

Starling reviewed the claim and advised Mr M that it couldn't raise a chargeback because the merchant had acted in line with its refunds policy. Starling also said that subjective dissatisfaction didn't meet the criteria for a chargeback.

Mr M remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said the decision by Starling not to raise the chargeback was fair and reasonable.

Mr M didn't agree. He said he had a statutory right to cancel an online purchase within 14 days even if the goods had been opened. Mr M said the merchant had refused to honour that right and he didn't think Starling had handled his claim fairly because it had ignored the breach of his statutory rights.

Because Mr M didn't agree I've been asked to review the complaint.

## **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 know it will disappoint Mr M but I agree with the investigator's opinion. I'll explain why.

Chargebacks are a voluntary scheme which allows a card issuer – in this case Starling – can ask for a transaction to be reversed if there is an issue which falls within one of the specified chargeback reasons. When dealing with chargebacks, banks and providers of credit must act within the remit of the rules set by the relevant card scheme.

Chargeback isn't a statutory right. Nor is there any guarantee of a refund. Merchants are allowed to dispute the claim. The card issuer will look at the information provided by both parties and decide whether it can make a successful chargeback claim. Card issuers don't have to submit claims and will only do so if they have evidence that will support a successful claim. This service expects card issuers to help if they can, but we don't expect them to raise

a chargeback if there is little prospect of success.

I've looked at Mr M's request to raise a chargeback to decide whether Starling acted fairly and reasonably when it decided not to raise the chargeback.

Mr M has said that he opened the item to inspect and test it but decided that he didn't want to keep it because having tried the console, it felt uncomfortable in his hands.

The merchant's refund policy states that an item can only be returned if it is unused, in its original packaging and with security seals intact. The merchant refused Mr M's request for a refund because he didn't meet the requirements of the returns policy.

Starling declined to raise the chargeback on the basis that the merchant had acted in line with its returns policy. It acknowledged that Mr M wasn't happy with the item but explained that unless there was clear evidence of non-receipt of goods or misrepresentation and that there was no basis on which to raise a chargeback under the relevant scheme rules.

I've considered all the available information. Based on what I've seen, I think Starling's assessment that the chargeback was unlikely to succeed was reasonable, and that the decision not to raise a chargeback was fair.

I appreciate that Mr M feels that Starling should've considered whether his statutory rights had been breached by the merchant. However, a bank or provider of credit isn't required to make a legal judgment when considering a chargeback.

For the reasons I've explained, I'm unable to uphold the complaint.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 December 2025.

Emma Davy  
**Ombudsman**