

## **The complaint**

A limited company, which I'll refer to as O, complains that TrustUK Payments Ltd has charged it excessive fees for merchant acquiring services.

## **What happened**

In December 2021, O entered into an agreement with TrustUK for TrustUK to process O's payment card transactions.

In January 2024, O complained that it had been charged various erroneous fees since the start of the contract. TrustUK agreed to refund £160 of dormancy fees, but did not otherwise uphold the complaint.

O believed there were other fees that should be refunded. So it asked the Financial Ombudsman to look into what had happened.

I issued a provisional decision on 23 October 2025, in which I partially upheld O's complaint. I considered each of the fees in dispute in turn and said:

### **March 2022 Invoice**

O has shown evidence that it was charged £77.53 in this month, considerably more than most other months. It has provided its invoices from TrustUK, which do not give any indication of what the majority of this figure represents.

When I reviewed the file, I asked some further questions, which led TrustUK to agree to refund £68 from the March 2022 invoice. It says this represented risk premium fees. I can see that the remaining fee for that month is in line with fees normally charged, so I think this £68 refund is fair (subject to recalculating the wire fees as set out by our investigator).

### **Authorisation fees**

O has provided a copy of its gateway invoice from January 2022, which shows only one transaction that month. TrustUK's summary invoice shows that three authorisation fees were charged. As there appears to have been only one transaction, I consider that two authorisation fees should therefore be refunded.

### **PCI DSS Non-Compliance fees**

The PCI DSS is an information security standard aimed at reducing payment card fraud across the industry. The card companies can fine card processing companies for compliance breaches, so merchant services firms like TrustUK often impose a fee on merchants who are not compliant, as an incentive to encourage compliance. This is the fee that TrustUK has charged O. I can see that this fee was clearly itemised in O's contract with TrustUK as a monthly fee.

In order to achieve compliance, merchants need to either pay an organisation to certify their compliance or submit a self-assessment questionnaire. Once this is completed, no further PCI DSS fees should be charged (until the process is due again).

TrustUK says that it sent O a link to log in to a portal to complete the questionnaire. It has also provided a screenshot as evidence that O logged in to the portal, but did not complete a questionnaire.

TrustUK has also provided us with copies of three chaser emails that it says were sent in May and June 2022 to remind O that it had not completed the compliance process. These emails also mentioned that a fee would be charged if compliance was not achieved within two months.

O's argument is not that the fee itself is unfair, but that they did not receive any reminders from TrustUK about completing their compliance questionnaire. O dispute that TrustUK sent these reminders. This is partly because it says it cannot locate them, but partly because TrustUK has sent at least one piece of other correspondence to an old email address.

TrustUK has not been able to provide any systems screenshots or time-stamped and addressed evidence to show that the reminders were sent. But the copies we have been given are dated (albeit with an incomplete format in one case). I am minded to think it's more likely than not that they were sent.

I have reviewed O's evidence of a password reset request sent by TrustUK to an email address that was not O's main correspondence email address in 2024, but I don't think it follows that these reminders were likely to have been sent to the wrong address. I say this because TrustUK has provided evidence that it amended O's main correspondence email address as requested and other correspondence has been correctly sent to the right address.

I also find TrustUK's evidence that O logged in to the portal persuasive in that it indicates that O knew that there was a process it needed to undertake, but it did not complete it.

My conclusion is that, as O did not achieve PCI DSS compliance, despite receiving the relevant link, it was reasonable for TrustUK to charge it non-compliance fees. I therefore do not intend to uphold this part of the complaint.

TrustUK accepted my provisional decision. O did not. In summary, it said that the refund for the March invoice should be £68.84 (rather than £68) and that it still didn't think it was fair for it to be charged PCI DSS non-compliance fees. It said:

- The initial PCI notification was not validly served.
- PCI reminder emails were not sent.
- The evidence of O's log-in to the PCI portal had been misinterpreted. This only occurred in 2024, because PCI fees continued to be charged post-termination.

### **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'm sorry to disappoint O's director, but I haven't been persuaded to change my provisional view. There are only two matters that remain in dispute, one (the March 2022 invoice) very small:

### **March 2022 Invoice**

O has said that the refund for the March 2022 invoice should be £68.84 not £68. I can see how it arrived at that figure, but looking at the breakdown of the remaining charge, I think the difference relates to a wire fee. Since I have already concluded that TrustUK should recalculate wire fees, I don't want to double-count. So I am going to leave my direction as £68 for this invoice, but it's possible there may well be a further adjustment from the wire fee.

### **PCI DSS Non-Compliance fees**

I have reconsidered this point carefully, but I have still concluded that it was reasonable for TrustUK to charge these fees. I will explain why below.

TrustUK says that it sent O a link to log in to a portal to complete the questionnaire shortly after O originally signed up. TrustUK originally said (in its final response letter) that this was sent on 15 January to O's director's personal email, which was the correspondence address he gave for O when O signed up. However, TrustUK later said this was inaccurate and provided evidence that O was registered on the PCI portal on 15 December 2021, so the initial email would have been sent at that time.

Sending out links for PCI self-assessment is generally an automated process, so I consider it more likely than not that the email was sent on or around 15 December 2021. The complication here is that TrustUK has also shown me evidence that there was a change in the correspondence email address for O, at O's request, which was carried out on 22 December 2021. My conclusion is that this change of address occurred after the PCI link was sent. In other words, TrustUK's agent would have sent the PCI link to the original email address (O's director's personal one) and this was correct at the time.

O has argued in its response to my provisional decision that the initial PCI notification was not validly served. O says this because clause 14 of the contract states that formal communications must be sent to the email address on the application form. However, it is my view that TrustUK has complied with this clause by sending the link to the email address given at the time of the original application. So I do not agree that it was not validly served. In any case, I am deciding what is fair and reasonable. And I would not consider it fair to direct TrustUK to refund charges incurred due to a failure to take action that O's director was aware needed to be taken.

TrustUK also provided a screenshot as evidence that O logged in to the portal. However, I accept O's argument that I may have misinterpreted this evidence. O has shown me that the log in was sent to it again in June 2024 and August 2024 and it has also shown me that it successfully logged in in August 2024. TrustUK has not provided any evidence of an earlier log in. So I have discounted this evidence in reaching this final decision.

I have taken into account that TrustUK has shown itself to be not entirely reliable in its evidence. I say this because TrustUK has changed their version of events, in terms of dates and email addresses. Nonetheless, I still think it's more likely than not that both the initial link and the three reminders were sent – and were sent to the correct email address held for O at that time.

My conclusion is that it is fair for TrustUK to charge O PCI DSS non-compliance fees, as O did not achieve PCI DSS compliance, despite being sent sufficient correspondence. I am

therefore not upholding this part of the complaint.

### **Putting things right**

It is still not clear to me whether TrustUK has already processed some of the refunds it has agreed or not. I have therefore summarised all the refunds agreed below, although TrustUK may have already made some of them.

To put things right, TrustUK must:

- Refund all dormancy fees charged and ensure no further fees are charged.
- Refund all 3D secure fees and ensure no further fees are charged.
- Recalculate the wire fees charged from inception to be in accordance with the agreement, including those undercharged as well as those overcharged.
- Refund the direct debit bounceback fee.
- Refund £68 of fees charged in March 2022.
- Refund two authorisation fees.
- Pay O £100 for the inconvenience caused by charging fees that were in some cases not in accordance with O's agreement and in other cases not properly explained.

### **My final decision**

I uphold this complaint in part and direct TrustUk Payments Ltd to take the actions set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask O to accept or reject my decision before 11 December 2025.

Louise Bardell  
**Ombudsman**