

## **The complaint**

Mr D has complained about how TSB Bank plc (TSB) handled a refund claim he made.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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've read and considered the evidence submitted by the parties but won't comment on it all – only the matters I consider to be central to this complaint. This isn't intended as a discourtesy but reflects my role in resolving disputes informally.

It's important to note that TSB aren't the provider of the services here – so in deciding what is fair and reasonable, I'm looking at their role as a provider of financial services. In doing so I note that because Mr D paid for this transaction using a TSB debit card, a chargeback claim could possibly help him. So in deciding what is fair and reasonable I've focused on this.

As a summary, Mr D used his TSB debit card on 4 March 2025 for online services from a supplier I shall call 'J'. He says these transactions were to an online casino operating overseas and that he wasn't paid any winnings as they operated without a license.

He subsequently raised a chargeback claim with TSB, but the claim was declined following J's submissions. J stated that they provided different services from the ones Mr D claimed and these had been completed as required.

## ***Chargeback***

Chargeback is the process by which settlement disputes are resolved between card issuers and merchants. A consumer isn't entitled to chargeback by right. But where there are grounds to raise one and it has reasonable grounds for success, it is good practice for one to be raised by the card issuer.

However, a chargeback isn't guaranteed to succeed and is governed by the limitations of the particular card scheme rules (in this case VISA). I've considered the relevant chargeback rules in deciding whether TSB acted fairly.

The relevant chargeback code here would be 'Not as Described or Defective Merchandise/Services'. I've therefore considered the evidence available with regard to this chargeback rule and whether TSB acted fairly when they declined Mr D's claim following the merchant's objection.

*Did TSB act reasonably in declining the chargeback claim?*

I want to say from the outset that I'll be looking at TSB's administration of the chargeback claim. While I appreciate Mr D's assertions about the services offered by J, I must consider the available evidence in line with the card scheme rules and whether TSB acted fairly.

In this case, J objected to the chargeback claim and stated that they don't provide casino services. They said that their services related to financial solutions to facilitate payment transactions. They also said that to access their services, a registration process needed to be completed. In addition, the payments were confirmed by 3DS secure which meant the card details were also verified.

I appreciate Mr D isn't disputing that he approved these transactions but that the services provided were different from what J is asserting here. I've also reviewed the transactions on Mr D's statements and they don't reference a casino but instead have a generic reference consisting of letters and numbers.

Mr D has also provided text messages stating complimentary credit had been added to his online account. However I can't say those text messages were related to the transactions disputed here as they reference a different merchant name.

As a result I don't think the chargeback claim had a reasonable prospect of success if progressed further. I say this because I don't have enough to say J was providing a gambling service rather than the one they stated was provided.

I've also noted Mr D's point that he thought J was operating illegally as they were providing gambling services without a license. However, unfortunately if the provider wasn't regulated and was based outside of the UK, there may be limited protections available to consumers in these circumstances. I should also explain that regulation of the gambling industry in the UK is a matter for the Gambling Commission.

In addition, in relation to Mr D's dispute with TSB, I haven't identified any applicable chargeback condition relating to the licence of a gambling operator which would have helped him reclaim his money in any event.

Lastly, TSB has also explained that Mr D was notified on 20 May 2025 that he would be re-debited at the start of June 2025 following his chargeback claim decline. I'm therefore satisfied they aren't responsible for any resulting charges or any adverse reporting on his credit file.

In summary, while I know this'll be disappointing for Mr D, I don't think TSB need do anything more here regarding their handling of the chargeback claim.

### **My final decision**

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 22 April 2026.

Viral Patel  
**Ombudsman**