

## **The complaint**

Miss S has complained about how TSB Bank plc (TSB) handled her request for refunds.

## **What happened**

In mid-2025 Miss S complained to TSB about how it had handled 12 disputes she had asked it to raise, some of which included multiple individual disputed amounts for the same transaction.

TSB issued a response to Miss S's complaint on 25 June 2025. It set out the 12 different disputes it dealt with. It agreed that on some occasions its Disputes Team didn't action information Miss S provided and said there had been some confusion due to the number of claims raised. It said that one chargeback could be raised per transaction, as per the scheme rules and that meant that TSB were unable to raise all the disputes Miss S asked it to, where chargebacks had already been raised for a partial amount under the same transaction. It recommended that Miss S didn't use the two retailers she had various disputes against, due to the issues she was facing, and it confirmed £30 had been paid into Miss S's account by way of an apology for the poor communication and frustration caused.

Unhappy with this response Miss S referred her complaint to this service for an independent opinion. Since then, TSB made the decision to close Miss S's account.

Our Investigator looked into the complaint. He set out the details of the 12 disputes Miss S had raised with TSB. He said he would be unable to comment on any disputes that were open when the final response was issued, or on any where refunds were already received, as Miss S had not suffered a financial loss relating to these disputes. He set out that TSB had acted in line with the scheme rules which only allowed for one dispute per transaction and had set wait times before a chargeback could be raised. Overall, he didn't think TSB had treated Miss S unfairly in how it handled the chargebacks, considering the scheme rules.

He also didn't think that TSB acted unfairly when it gave Miss S notice that it was closing her account, in line with the account's terms and conditions. He noted that TSB had recognised that it missed some information that Miss S had sent it and there was some confusion caused, but he thought the £30 already offered, along with refunding one of the disputed amounts when it may not have needed to, was fair. Another Investigator also considered the complaint and reached the same answer for similar reasons.

Miss S did not agree. She said TSB had closed her savings account containing a substantial sum, which it had not refunded to her, and TSB had caused her financial hardship by closing her accounts. She also said that TSB's actions had resulted in her being unable to recover losses relating to one merchant, unable to dispute other transactions of around £500 and had impacted her merchant accounts, resulting in closures.

Our Investigator explained this service was unable to consider the additional concerns raised and advised Miss S she would need to complain to TSB about this before we could get involved.

## **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.

This decision will focus on how TSB handled Miss S's concerns, as per the complaint TSB responded to on 25 June 2025, relating to the chargebacks on her current account. In addition, I will consider Miss S's complaint regarding the closure of her current account, as TSB has agreed to this. I will not be considering any additional complaint points Miss S has raised, including about the alleged closure of other accounts with TSB, because those events were not considered by TSB as part of this complaint. Should Miss S want to complain about anything else, she will need to contact TSB directly to raise her concerns. Should Miss S be unhappy with any of TSB's responses to any further complaints raised, we may be able to consider a complaint if she refers it to us, as separate complaints. To be clear, this decision will focus on the complaint relating to how TSB handled the 12 disputes only and its decision to close Miss S's current account in late 2025.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

I'm aware I've summarised the events of the complaint to some degree. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Miss S and TSB that I've reviewed everything on file. And 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.

Where evidence is incomplete, inconsistent or contradictory, as some of it is in this case, then I've based my findings on the balance of probabilities, i.e. what I think is most likely in the circumstances of this complaint.

I want to make it clear that I'm not considering the actions of the merchants, as that doesn't fall within this service's remit. Instead my role is to consider the actions of TSB only. Whilst there may have been issues, it doesn't necessarily mean that TSB treated Miss S unfairly, as something going wrong with a merchant won't always lead to a successful chargeback claim.

As Miss S made the payments in dispute via debit card, the only way TSB could potentially assist her in getting a refund was through the chargeback scheme. I need to determine whether TSB treated Miss S fairly in how it dealt with the chargebacks, based on the information that was presented to it at the time of the disputes.

There are set rules and criteria under which TSB would need to follow as part of the chargeback process. These rules are set by the card scheme and cannot be altered or amended by TSB under any circumstances. Part of these rules set out the situations in which a chargeback can be raised in the form of reason codes, along with specific criteria and time scales for each code.

A chargeback isn't an automatic right for consumers and in Miss S's circumstances TSB had discretion to decide whether to attempt one or not. However, in treating Miss S fairly I'd expect it to attempt one if the scheme rules provided a specific option for her dispute and it had a reasonable prospect of success. If a chargeback is attempted, it would be for TSB to decide whether to pursue it further to each subsequent stage, depending on whether it considered there was a good prospect of it succeeding at each stage or not.

In its final response letter TSB set out information about each of the 12 disputes it considered under this complaint, and our Investigator did the same in his view, so I will not repeat that here. Instead, and for ease, I've categorised the status of the disputes when the complaint was raised with TSB, as follows:

- Already refunded by the merchant/s
- Refunded by TSB
- Unable to raise a chargeback because one had already been raised for the same transaction
- Unable to raise a chargeback because of the time limits imposed by the card scheme
- The chargeback was underway
- Lack of response to Miss S's responses to information requests

For ease I will deal with each category in turn.

#### Already refunded by the merchant/s

On some of the disputes, Miss S had already received a refund from the merchant. As such, I don't think it was unfair for TSB to decline to raise a chargeback, because there was no longer a dispute to resolve, given a chargeback could only seek to refund the disputed amount in question.

#### Refunded by TSB

TSB decided to refund one transaction amount when it failed to action a response from Miss S. This ensured Miss S did not suffer a loss as a result, which I consider to be fair.

#### Unable to raise a chargeback because one had already been raised for the same transaction

Typically, it's only possible for one chargeback to be raised for each transaction, as this is all the scheme provider allows for. TSB has explained that it received several requests from Miss S to dispute partial amounts for a single transaction. For example, on one transaction Miss S asked TSB to dispute seven individual amounts. As TSB was unable to raise multiple chargebacks on a single transaction, I'm not persuaded that it treated Miss S unfairly when it did not do so.

#### Unable to raise a chargeback because of the time limits imposed by the card scheme

The applicable card scheme rules impose a 15 day wait period before a transaction can be disputed. TSB has explained that for some of the disputes Miss S contacted it before the required 15 days and so it was unable to raise a dispute. I don't think TSB treated Miss S unfairly by not raising a chargeback when the rules did not allow it to.

#### The chargeback was underway

When Miss S raised her complaint, some of the chargebacks had already been attempted and were underway. Given that TSB had attempted these chargebacks, which gave Miss S the best possible chance of getting the refund she requested, I'm not persuaded that TSB treated her unfairly.

#### Lack of response to Miss S's responses to information requests

As above, TSB refunded one disputed transaction to Miss S, when it failed to action information she sent. In relation to the other disputes where TSB failed to take action when Miss S responded, it seems that Miss S had already raised a separate dispute under the same transaction and given what I've said above it wasn't possible for TSB to raise another dispute. I've not seen any persuasive evidence to show that Miss S has lost out as a result and so I will not be asking TSB to do anything more.

### Customer service

Miss S also raised concerns about how TSB dealt with the chargebacks overall. Whilst I appreciate that TSB wasn't always able to raise all the disputes Miss S asked it to, and some were not resolved in the way Miss S wanted them to be, I haven't seen any persuasive evidence that TSB treated Miss S unfairly. Due to the volume of disputes and that Miss S asked to raise multiple disputes under the same transactions, I can see how easily confusion could have been caused, something that I don't think TSB was at fault for.

Based on all the information provided, overall, I have seen that TSB communicated the status of the disputes clearly, including any reasons why it was unable to assist with a dispute and when a refund had been provided. TSB has explained that at times it could have provided a better service but given it has ensured that Miss S didn't lose out as a result and has paid her £30 compensation, I think this is broadly a fair way to resolve these aspects of the complaint.

### Account closure

Miss S has also complained that TSB closed her current account. Like our Investigator explained, TSB closed the account in line with the terms and conditions of the account, by giving Miss S two months advance notice, as set out in the terms and conditions. Miss S has provided a lot of information about the impact this has had on her, but given I'm not persuaded that TSB treated her unfairly by closing her current account, I will not be asking it to do anything more.

### **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 S to accept or reject my decision before 10 April 2026.

Daniella Roberts  
**Ombudsman**