

## The complaint

Mr M complains that ZILCH TECHNOLOGY LIMITED (“Zilch”) has failed to help stop payments being made to a third-party company.

## What happened

Mr M contacted Zilch in 2025 because he’d noticed he’d been incorrectly charged monthly payments by a third-party company (who I’ll call ‘N’) for subscription services, from November 2024 onwards. Mr M currently has a subscription with N and the payment for this comes from a separate bank account, but Mr M realised that separate, monthly payments were also being made to N via Zilch.

Mr M explained to Zilch he’d contacted N about these payments, who had asked him to provide the card number from the account these were coming from, so they could investigate why payments were still being taken. Mr M subsequently found out that the payments were coming from an old card he had with Zilch, which was closed when Zilch moved from Mastercard to VISA and after they had consequently given him a new card.

Zilch told Mr M they didn’t have any records of the old card number, as this was confidential information only available to him. They advised Mr M to find the old card details in their App. Mr M explained to them he could only find the last four numbers of the card in the App, and that N needed the whole card number.

Zilch said they couldn’t suggest anything further to what they had already suggested. Mr M wasn’t happy with this. So, he complained to Zilch.

Zilch sent their final response letter to Mr M in which they said they were unable to process a chargeback as he had used the services of N. Zilch also said there was no option for them to view the full card details on the old card from their end as this was confidential information that only he could access.

Mr M remained unhappy and referred his complaint to our service. Our investigator recommended that it should be upheld. He felt Zilch could have done more to help Mr M with his dispute. He felt Zilch could have raised a chargeback as Mr M had provided sufficient evidence to show that N had confirmed he only had one subscription and that Mr M was being charged twice.

Our investigator said Zilch should raise a chargeback and should refund Mr M all transactions incorrectly taken from when he first raised the issue with them in April 2025, if N declined to refund transactions from November 2024 onwards. And he said Zilch should pay Mr M £100 for the distress and inconvenience he was caused by them not helping him and by asking him to contact N again, when he had already shown he had done so extensively.

Zilch didn’t agree with our investigator. They said Mr M hadn’t sent any evidence showing he was due a refund, and that it was clear Mr M had a subscription with N, and that the increases in what Mr M had been charged matched the increases N had made to their services at the beginning of 2025. Zilch said they have no access to Mr M’s old card details and that he can see those details in their App. And Zilch said Mr M had a standard account

with N initially and then upgraded it to a premium one which accounted for the increased payments.

Mr M's complaint was passed to me for a decision.

I issued a provisional decision on 23 February 2026, key extracts of which I include below.

*"It seems to me that the reason why Mr M has been unable to get anywhere with N is purely down to the fact that he is unable to give them the full card number from his old Zilch card. I've seen multiple screenshots (as has Zilch) of conversations between N and Mr M in which N asks for the card details so they can investigate why payments are being taken twice from him each month. N also confirmed within these conversations that Mr M only has one subscription with them, which is their 'standard with ads plan' costing £5.99 each month. But Mr M has been able to show N, Zilch and our service he has been debited £5.99 each month and debited £18.99 as well (as well as a payment of £10.99 for one of those months). Mr M has also provided evidence to us that the subscription of £5.99 that N agrees he has with them, is linked to an account not held with Zilch.*

*It's very likely therefore that the only obstacle to resolving the dispute has been that Mr M hasn't been able to give the old card details to N.*

*Mr M has, as far as I'm concerned, done everything he possibly could to try and get the details that N requires. He's explained to Zilch that he needs the full card number of his old card, and he can only see the last four digits of this on Zilch's App. So, Mr M is stuck facing a situation where two monthly payments have been taken since November 2024 and continues to be taken with no end in sight. Zilch has argued that only Mr M can only access the old card details, and that he can do so in the App. But he's consistently said the App will only show the last four digits of the card. I have no reason to doubt this.*

*The card number was one created as a result of Mr M having a credit or banking relationship with Zilch. I can't therefore understand how Zilch is unable to provide the full details of that card. And it seems they must have some information available which does show those full details, if as they claim, their customers can find these out using their App.*

*Mr M has told Zilch several times the App won't show those details. At the very least, Zilch could have offered to contact Mr M and talk him through how he can find those details on their App, if they are adamant that those details can be found there. So, I don't think Zilch has been particularly helpful in how they've dealt with this dispute.*

*I note that Zilch has said a chargeback can't be raised and has given several reasons for this. They've said Mr M used the services of N. However, Mr M doesn't dispute using N's services. His dispute is that payments are being taken twice each month incorrectly. Zilch has also said the increases are accounted for by N's price increases. I find that speculative though and ignores the fact that two payments have been taken each month. N wouldn't, as far as I know, take two separate payments for one subscription; one being a previously agreed charge and another being an increased charge, as Zilch seem to be claiming. Even if my interpretation of this isn't correct, Zilch currently hasn't sent much persuasive evidence to back their position up.*

*I currently don't think Zilch has done enough to persuade me that Mr M had and continues to have no chargeback rights in relation to this issue. Mr M has provided a lot of evidence showing that he's tried to resolve this with N, and that N can't proceed any further without his old card details. I'm not persuaded that Zilch has shown that there are no applicable chargeback reason codes that fit this dispute at all or that the evidential thresholds for raising a chargeback haven't been met by Mr M. The missing piece of evidence is the card details,*

*and I've already said why I fail to see how Zilch is unable to provide those details to Mr M or help him find those, other than simply repeating that he can find them in the App.*

*So, in view of the above, I currently find that Zilch hasn't acted appropriately in how they've handled Mr M's dispute.*

*I note our investigator recommended that Zilch should now raise a chargeback and refund any disputed payments from April 2025 onwards, when Mr M contacted them for help. I don't though see much use in a chargeback being raised now, when N will likely defend this because they need the old card details. And Zilch still presumably wouldn't be giving those details to N as part of the raised claim.*

*Generally, chargebacks have to be raised within 120 days from the date of the disputed transaction. So, I think the most practical and fair way to resolve the dispute is that Zilch refunds all disputed payments to Mr M from 120 days prior to 26 June 2025 (when they sent their final response letter to Mr M saying they were declining to raise a chargeback) to the present time. Mr M may though have to provide suitable evidence to Zilch of each payment that he says has been taken in error.*

*Zilch should also take steps to block any payments being made to N from the old card. If they are unable to do this, then Zilch faces the prospect of Mr M making further complaints to them, should further disputed payments be taken from him. Mr M will likely also be able to refer those complaints to us.*

*Finally, I think Mr M has been caused distress and inconvenience by Zilch's actions and their failure to offer any tangible help to him. I think a payment of £100 is a fair figure in that regard. So, Zilch will need to pay that to Mr M".*

I asked Mr M and Zilch to send me any further evidence or comments they wanted me to consider.

Mr M agreed with my provisional decision.

Zilch didn't agree. They said they didn't believe they'd made an error and Mr M clearly had a subscription with N which was why they couldn't stop the payment. Zilch also said Mr M's card is being updated via the VISA account updater service as they can automatically update the subscription billing information when the card is reissued, expires or is lost/stole. And Zilch asked whether it was so ludicrous to think that Mr M may have another subscription with N which was why the payments are being debited.

#### **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'd like to thank Mr M and Zilch for replying to my provisional decision.

I've considered what Zilch has said but I haven't been persuaded to change what I said in my provisional decision. Mr M has never disputed that he has a subscription with N. It's that he is being billed incorrectly. It's of course possible Mr M does have another subscription with N, but I haven't seen evidence of that. N hasn't said this is the case, nor has Mr M.

I am still of the view that, for Mr M to resolve this with N, he needed his old Zilch card details. It's clear from the evidence I've seen of N's interaction with Mr M, which I referred to in my provisional decision, that this is what they've needed to ascertain if and why Mr M is being billed twice incorrectly. And I still think Zilch didn't do enough to help Mr M get this

information seeing as he had explained on several occasions that Zilch's App won't give him this information, despite Zilch saying that it would.

I'm unsure what Zilch is referring to with regards the VISA account updater service. I'm assuming this might lead to the old card details being found or possibly that this will prevent any further payments being sent to N on the old card. If this does lead to payments being stopped from the old card, then this issue hopefully will soon be resolved.

However, I'm considering here whether Zilch acted fairly towards Mr M when he asked them for help with this dispute. And, for the reasons I've given in my provisional decision, and in this one, I don't think they have. So, I will be upholding Mr M's complaint.

### **Putting things right**

I think the most practical and fair way to resolve the dispute is that Zilch refunds all disputed payments to Mr M from 120 days prior to 26 June 2025 (when they sent their final response letter to Mr M saying they were declining to raise a chargeback) to the present time. Mr M may though have to provide suitable evidence to Zilch of each payment that he says has been taken in error.

Zilch should also take steps to block any payments being made to N from the old card. If they are unable to do so, then Zilch faces the prospect of Mr M making further complaints to them, should further disputed payments be taken from him. Mr M will likely also be able to refer those complaints to us.

Finally, I think Mr M has been caused distress and inconvenience by Zilch's actions and their failure to offer any tangible help to him. I think a payment of £100 is a fair figure in that regard. So, Zilch will need to pay that to Mr M.

### **My final decision**

I uphold this complaint and direct ZILCH TECHNOLOGY LIMITED to take the action I've set out in the 'putting things right' section of my decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 April 2026.

Daniel Picken  
**Ombudsman**