

The complaint

Miss L is unhappy that a chargeback she raised with TSB Bank plc ('TSB') wasn't successful. Miss L says she didn't receive the goods she ordered and paid for using her TSB debit card.

What happened

In November 2025, Miss L placed an order totalling £288 with a retailer I'll call 'K'. Miss L paid for the goods using her TSB debit card.

Following this, the courier used by K advised the goods had been delivered. However, Miss L said she had never received them. After being unable to retrieve a refund from K, Miss L contacted TSB to raise a dispute.

TSB raised a chargeback and applied a temporary refund of the £288 to Miss L's account on 14 December 2025. Miss L says she was told by TSB that K had up to 35 days to respond and provide evidence. On 29 January 2026, TSB emailed Miss L to advise K had provided evidence that the order had been delivered and so the temporary credit would be removed.

Miss L replied and said K's response to the chargeback had come after the 35-day deadline TSB said it had to respond. Miss L said she had tried to resolve the matter with K first and her dispute had been filed after the expected delivery date had passed. As no further evidence was provided by Miss L, TSB closed the dispute. Unhappy with this Miss L raised a formal complaint.

TSB issued its final response on 12 February 2026. In this it said it hadn't made any mistake in deciding to not pursue the chargeback further, as K had provided photographic evidence of the goods being delivered to Miss L's address. TSB said K did respond within the 35-time limit and that its disputes team have a further 30 days to consider the response before deciding what action to take. TSB said it had followed these timescales.

As Miss L remained unhappy, she referred her complaint to the Financial Ombudsman Service. She said TSB were holding her liable for a transaction that she did not benefit from, as she didn't receive what she'd paid for. She said the person in the photo was her cleaner who wasn't authorised to accept the delivery and she hadn't selected a 'safe place' for the delivery.

One of our investigators considered the complaint but didn't think it was one that should be upheld. They said the evidence suggests the goods were delivered correctly and to the right address. So given this, and the chargeback rules that TSB must adhere to, TSB hasn't acted unfairly in not pursuing the chargeback further. The investigator also said TSB's system notes confirmed K did respond within the 35-day time limit and then TSB updated Miss L within 30 days of this.

Miss L didn't agree and said the question is not only whether the parcels arrived at the right address but whether they were handed to an occupant or left unattended. The photo provided only showed parcels on the doorstep with unidentified legs of an individual, so doesn't establish either. Miss L repeated she didn't authorise a 'safe place' for the delivery and so the courier leaving the parcels unattended without her authorisation means the delivery wasn't completed correctly. Lastly Miss L added that TSB didn't tell her it may take another 30 days to consider things after receiving a response to the chargeback.

As Miss L didn't agree, the complaint has been passed to me to decide.

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 would also like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

In looking at this case, I'm only considering the action of TSB. I can't consider the actions of K in any way. So, what I'm deciding is whether TSB acted fairly in how it handled the dispute Miss L raised with it, based on the evidence that has been provided. Having done so I agree the outcome the investigator has reached, and for broadly the same reasons.

As the purchase was made via Miss L's debit card, TSB could look to assist her in getting a refund via a chargeback. Chargeback is the process by which disputes are resolved between card issuers and merchants, under the relevant card scheme. For Miss L' debit card the relevant card scheme is Visa.

A consumer is not entitled to chargeback by right. But where there are grounds to raise one and it has a reasonable prospect of success, it is good practice for one to be raised by the card issuer. Once a refund is requested by a consumer the card issuer will usually look at the card scheme rules to see if the nature of the dispute is covered under the list of possible chargeback reasons. If so, relevant evidence might be requested to back up the claim and the chargeback is raised.

TSB correctly raised the chargeback under the 'merchandise not received' reason code. After this K defended the chargeback by showing evidence that the courier delivered the goods to Miss L's address, and these were accepted by someone present at the property. Following this TSB didn't believe it could pursue the chargeback further.

It isn't disputed here that the property in the photo evidence of the delivery is Miss L's address. The photo shows the door being open with someone inside. Miss L has said that person is her cleaner, and because it isn't her the delivery hasn't been completed correctly.

It's impossible for me to say who took the delivery, but I don't believe it matters. The photo clearly shows the goods being accepted and at the correct address. So, if TSB would've pursued a chargeback further for Miss L, based on this evidence I don't believe it likely would've been successful. The evidence for me is persuasive that the delivery was handed to an occupant at the correct address, so therefore successfully completed. So, in assessing the chargeback I believe TSB took it as far as it could, given the defence submitted by K.

Miss L had mentioned she didn't select delivery to a 'safe place'. I don't believe this to be relevant here as delivery wasn't made to a 'safe place'. It was made to her address and received by someone inside. There is no evidence the parcels were left unattended, and the photo shows the opposite.

Miss L is also unhappy with TSB's communication. Namely that it didn't explain that it may take up to another 30 days to contact her after receiving and reviewing any response to the chargeback from K. I'd like to reassure Miss L that K did respond within the 35-day timeframe TSB explained. I acknowledge Miss L says she wasn't told that TSB may take up to another further 30 days to consider any response before contacting Miss L to advise what action it had decided to take.

I think it reasonable that a business will take time to internally review a response it receives before deciding what action to take. It's important a business reviews everything before taking action that could very well mean a consumer doesn't receive a refund on the dispute

they've raised. That is what happened here and I believe that to be fair. Overall, I'm satisfied with how TSB handled the dispute Miss L raised with it.

My final decision

I don't uphold Miss L's complaint against TSB Bank plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 12 May 2026.

Paul Blower
Ombudsman