

## **The complaint**

Mr H, who is represented by Miss M, complains that Starling Bank Limited failed to properly pursue his chargeback request.

## **What happened**

Mr H bought a VIP ticket for a concert from the merchant at a cost of £1,993.95. When he got to the venue he was refused entry. The ticket was declined as invalid. Apparently someone had already used it. Mr H was accompanied by a support worker from his local authority who confirmed he had been refused entry. Mr H also took a photo of the electronic barrier showing his ticket had not been accepted.

He contacted Starling and it raised a chargeback, but the merchant challenged this and Starling decided not to pursue it further. Mr H's complaint was rejected by Starling and so he brought a complaint to this service. It was considered by one of our investigators who recommended it be upheld. She noted the merchant had told Starling that Mr H had raised an issue about the price of the ticket, but it had been supplied and so the service was available to him. Our investigator felt that the merchant had not properly addressed the key element of the complaint and Starling should have persevered with the claim. She thought the merchant, which had a connection with the venue, should have been able to clarify if and why Mr H had been refused entry.

Starling didn't agree and asked that the matter be considered by an ombudsman. Miss M asked that a small compensation payment be made due to the stress Mr H suffered.

## **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 considered all the evidence and material provided by both parties I consider this complaint should be upheld. I will explain why.

### **Chargeback**

Chargeback allows for a refund to be made of money paid with a credit or debit card in certain scenarios, such as when goods have been paid for and not received. A consumer cannot insist on their card company attempting a chargeback, but I would expect it to attempt one, as a matter of good practice, if there was a reasonable prospect of succeeding and to do so would be compliant with the rules of the card scheme to which the card belongs.

Starling Bank used the reason code "goods/services not provided" when making the chargeback. I think this is reasonable. Although Mr H received his ticket it didn't work so the service he was paid for, attendance at the concert, was not supplied. Assuming his claim is accurate that he did not gain entry to the venue the chargeback should succeed.

When Starling raised the chargeback the merchant's response addressed comments Mr H had made about the cost and how this had not been apparent at the time of purchase. It did not properly address the key element of the claim.

Of course it is necessary for him to provide sufficient evidence in order for Starling to mount a successful claim. Once it had been challenged Starling asked for more evidence. In total it had a photo of the entry barrier showing the ticket as being declined, an email, from Mr H to the merchant and the fact he had called the merchant at the time he failed to get into the venue. I have also noted that his local authority support worker who accompanied him to the venue was able to verify his claim. However, I have not seen that this information was shared with Starling.

Starling asked Mr H to contact the venue some months after the event to obtain evidence that he had been unable to get in. I think that was an unreasonable request. The merchant had a close connection with the venue and it was more likely to be able to obtain that information, if it was available.

I think that given the evidence and the weak response from the merchant that Starling should have pursued the chargeback rather than giving up at the first hurdle. This denied Mr H the opportunity of getting his money back. That being the case I believe Starling should cover his loss.

Miss M has suggested Mr H be given some compensation for the distress he has suffered. I have thought about this and I have concluded that no further payment is appropriate. While I disagree with Starling's decision, I do not consider its actions were such that further compensation is merited.

### **Putting things right**

Starling Bank should pay Mr H £1,993.95 plus annual simple interest at a rate of 8% from 30 October 2024 until settlement.

### **My final decision**

My final decision is that I uphold this complaint and I direct Starling Bank Limited to compensate Mr H as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 March 2025.

Ivor Graham  
**Ombudsman**