

The complaint

Ms R complains that she signed up for an active subscription without her knowledge which Starling Bank Limited (Starling) didn't consider when it turned down her chargeback request for a refund of a fee she had paid. She would like the fee she paid refunded.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will 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.

Having done so I have reached the following conclusions:-

- Ms R seems to accept that the initial fee she paid was non-refundable. The contract she signed stated this, and the payment was taken before Mrs R cancelled it. So, although we usually consider it good practice for chargebacks to be raised I think Starling were reasonable in not pursuing her chargeback claim. I think, simply based on the contract, the merchant would have successfully defended the claim and Ms R wouldn't have received a refund of the fee she paid.
- I have considered the points Ms R has made in that she feels she was fraudulently signed up for a subscription service, but I don't think this makes any difference to the outcome of her chargeback request. There is no evidence of fraud, and consumers do have to take some responsibility to ensure they are clear about the payments they are making. I think Starling appropriately considered, and rejected, Ms R's chargeback request.
- I appreciate Ms R is frustrated about being signed up for a regular subscription. But it's not Starling's responsibility to make consumers aware if they are signing up for such a service. Starling cancelled the subscription, so Ms R hasn't made any regular payments, other than the initial fee she paid. Considering all the information I have seen I don't feel I have any grounds to ask Starling to refund the fee Ms R paid as she would like.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 28 December 2023.

Bridget Makins
Ombudsman