

## **The complaint**

Mr B complains that Starling Bank Limited (Starling) only raised a partial charge back on his behalf. He would like a full refund of money paid for a SIM card.

## **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:-

- The chargeback scheme is a voluntary scheme bound by a set of rules that scheme holders need to comply with. Mr B put in a request for the full refund of a SIM card, but Starling only pursued, successfully, a partial refund as Mr B did have some use of the service he paid for.
- Mr B has explained that the merchant offered him a full refund. From the correspondence Mr B provided it's clear the merchant initially offered him a full refund but in later correspondence only offered a partial refund. I don't think this is sufficient grounds to say that Starling should have pursued a full refund on Mr B's behalf.
- Starling has explained that the chargeback rules only allowed it to request a partial refund. Mr B bought a service for 36 months and had the benefit of it for 11 months. The scheme rules state that 'the issuer must only charge back an amount representing the service not received by the cardholder'. As Mr B had use of the service for 11 months I think Starling accurately applied the scheme rules in applying for a partial not a full refund. Had it applied for a full refund I think it would have been declined due to the fact Mr B had some use of the service. I don't think evidence the merchant initially offered a full refund but later changed this to a partial refund would have overridden this.
- I feel Starling correctly applied the relevant chargeback rules successfully getting a partial refund for Mr B. I don't think Starling has done anything wrong, so I can't reasonably ask it to refund the full amount Mr B paid as he 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 Mr B to accept or reject my decision before 18 December 2023.

Bridget Makins  
**Ombudsman**