

The complaint

Mr P complained because Santander UK Plc didn't refund him for a disputed transaction. Mr P, who has a speech impediment, also complained about Santander's customer service for disabled customers.

What happened

On 23 August 2023, there was a £70 debit card payment to an energy company from Mr P's Santander account.

On 12 November, Mr P contacted Santander to dispute the £70. He asked Santander to raise a chargeback. He sent Santander a word document, which he said was what he'd emailed to the energy company on 1 October, telling the energy company it shouldn't have taken the £70 because the energy account had been closed.

On 15 November, Santander wrote to Mr P, saying it needed more information to look into his claim. It asked for a copy of the order/invoice; clear reasons for the claim; and the date when he'd cancelled with the merchant. The letter enclosed a prepaid envelope and asked for the information within 14 working days. It said Santander needed this information in order to make further enquiries with the retailer's bank. It went on to say *"if you don't return this to us within the required time we'll not be able to pursue this further and may have to close your claim."*

On 2 December, Mr P sent a chat message to Santander. He said he was disabled and struggled on the phone. He said he'd had problems before when speaking to someone from the disputes team as the disputes team didn't use chat. He said he'd been told Santander was sending him a form in the post, but he hadn't heard anything.

The chat adviser checked with the disputes team, and told Mr P the form had been sent out on 15 November. It posted another copy to Mr P the same day. The adviser explained that Santander couldn't process the claim without the completed information. Mr P said he had nothing else to send to Santander, because the energy firm hadn't replied.

On 21 November, Mr P sent another chat message, saying he'd applied for a chargeback claim, but Santander had said it needed more evidence. Mr P said he was disabled and struggled on the phone. He said that last time he'd had a problem with a chargeback, he'd had to file a complaint.

The adviser asked if Mr P had sent the form back yet. Mr P said he hadn't received it, and couldn't it be emailed to him. He said he'd agree with whatever the form said, but the adviser explained that Santander needed more information. The adviser put a link into chat, so Mr P could upload the document. Mr P said *"I don't have any more evidence to send."*

The adviser replied that the disputes team would need further evidence to support Mr P's dispute. The evidence the team would need would be any communications with the company to try to resolve this with them. Mr P said again that he didn't have any more evidence, and he complained.

Mr P told the manager that in sorting out his query he'd been cut off by one adviser and had twice been passed to a different team. He asked if this was an acceptable way to deal with disabled customers. The manager replied that he was sorry to hear about the problems Mr P was facing. He explained that complaints about disputes were dealt with by a specialist team, which didn't operate over live chat. This was why a previous colleague had closed the chat, because the specialist team would be in contact direct with Mr P.

Mr P continued to send comments on chat, including that Santander had made him feel like a second class citizen and that his previous complaint had been upheld.

The manager on chat replied that Mr P's previous complaint hadn't been upheld, but that Santander had given Mr P a £100 gesture of goodwill on that occasion. The manager pointed out that Mr P had been advised on a previous chat that more information was needed, and as well as sending the letters, Santander had provided the document upload hub as a way of sending Santander the information. He also explained that when a chargeback claim is raised, Santander is acting on the customer's behalf with the card scheme – and if the evidence wasn't sufficient, the claim would just be declined by the card scheme. The manager also confirmed that Mr P's speech impediment was already noted on his details since his previous complaint some months earlier. And he said that Santander would have given the same response to any customer who'd raised their chargeback over the phone. He explained that complaints about disputes were dealt with by a specialist team, which didn't operate over live chat. This was why one adviser had previously closed a chat, as the specialist team would be in touch direct. The manager also provided information about a free Text Relay service for customers who were hard of hearing, deaf, or had a speech impediment, so that Santander could still support them over the phone. He provided a link to this so that Mr P could use it.

Mr P replied that anyone with a disability couldn't speak direct to the disputes team, and he asked for Santander's final response to his complaint, so he could bring his complaint to this service.

Mr P sent a further chat message the next day. Santander again offered him the free Text Relay service, but Mr P said he should be able to contact the disputes team by live chat.

In Santander's final response to Mr P's complaint on 27 December, it said that for Mr P's dispute, he'd have to provide:

- a copy of any order or invoice from the merchant;
- clear reasons for the claim, because the case had been opened as "goods / services not provided" without any further explanation; and
- the date when Mr P had cancelled the service with the merchant.

Without this information, Santander couldn't pursue the claim.

Santander also said that as Mr P hadn't received either of the forms sent by post, it had sent a document upload link to Mr P's registered email address. It said that this would be needed within seven days, and without it, Mr P's claim couldn't be continued. Santander also pointed out that Mr P only had 120 days from when the service was to have been provided, to raise any chargeback. If Mr P was outside this time limit, Santander might not be able to continue the claim. And it added that any updates regarding claims were issued by written correspondence.

Mr P wasn't satisfied and contacted this service. He said he wanted the £70 refunded and compensation for Santander's lack of service.

Our investigator didn't uphold Mr P's complaint:

- She set out what both sides had said, and noted that Mr P had told Santander that he didn't have any more evidence to send. She explained that Santander had only been following its obligations about chargebacks, when it had asked for all the necessary evidence. So she didn't think Santander had done anything wrong in relation to the chargeback.
- The investigator also noted that Santander had offered Mr P an alternative way of speaking to them using the free text relay service, but he hadn't used this. And it had given him a link in chat to upload the information, and had emailed this too. So the investigator thought Santander hadn't done anything wrong in relation to customer service, because it had tried to find other ways of helping.

Mr P didn't agree. He said it wasn't fair he'd been treated in this way by Santander. He said it was appalling how Santander treated disabled customers on its online chat forum. Mr P asked for an ombudsman's 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.

First, this decision is only about Mr P's complaint about his dispute about the £70 payment to the energy company. Mr P has previously complained to this service about Santander, and he referred to that previous dispute in his chats with Santander. That earlier complaint was dealt with separately by this service. This decision doesn't revisit that earlier complaint, and looks only at the £70 disputed payment to the energy company and the customer service relating specifically to that.

Chargeback dispute for the £70 energy company payment

I've set out the events around the £70 disputed payment above. What Mr P initially provided to Santander was a Word document, which he said was what he'd emailed to the energy company asking for a £70 refund. Throughout the dispute, he didn't provide Santander with any more information than this.

Chargebacks are run by the card scheme, not the card issuer (Santander). The card scheme sets strict rules, about what's required and about timescales. Under card scheme rules, the same information would be required whether a customer was or wasn't disabled. Santander was the card issuer not the card scheme, so it wasn't Santander's decision whether or not Mr P's claim succeeded. I consider that Santander would have passed on the necessary information to the card scheme if Mr P had provided it. I can see that Santander told Mr P exactly what was required on multiple occasions during the chat, but he didn't provide it.

Mr P said that he didn't get any of the letters with Santander's forms for him to complete. That wasn't Santander's fault, and in any case, I can see that Santander also told Mr P what was required in the many chat conversations. So Mr P knew that what was required, and had the opportunity to provide that supporting evidence. Without the necessary detailed evidence about Mr P's chargeback claim against the energy company, Santander couldn't raise the chargeback for him. I accept that a Word document saying that the energy company owed Mr P £70, with no further details of any kind, didn't meet the requirements for evidence under the chargeback scheme.

I can also see that Santander warned Mr P about timescales in its final response letter, where it said that Mr P had a total of 120 days from when the service was to be provided to provide the information.

So I find that Santander acted entirely correctly in relation to the chargeback. The information it required from Mr P was necessary in order to process the chargeback claim, and this was communicated to Mr P but he didn't provide it. It's now out of time, and Santander can't change that. So Santander doesn't have to refund Mr P with the disputed £70.

Customer service

Mr P clearly feels strongly about the customer service he received. He has said repeatedly that he believes that Santander's disputes team had to use live chat for his dispute, because he has a disability.

This service doesn't dictate the procedures which a financial organisation must or mustn't use. That's a business decision which each organisation is entitled to make for itself. Any issue relating to procedures is the role of the regulator, the Financial Conduct Authority (FCA). So it's not for me to comment on the procedures or working methods used by Santander's disputes team.

What I have considered is the much narrower issue of whether in the particular circumstances of Mr P's complaint, he was disadvantaged because of his stated disability, and whether Santander did what it could for Mr P in terms of customer service.

I find that Mr P didn't suffer any detriment as a result of his stated disability. Evidence would have been required from all customers requesting a chargeback. And Mr P was offered multiple other ways to submit the necessary evidence. Postal forms were sent twice, and it wasn't Santander's fault if Mr P didn't receive these. Santander also provided Mr P with an electronic link to upload his evidence, which it provided using his preferred method of communication, ie chat. Mr P complained because his chats were with customer services and not the specialist disputes team, but I consider it doesn't make any difference that it was a customer service chat adviser, rather than a dispute team chat adviser, who provided that link. And Santander also provided that link by email to Mr P. Finally, Santander also offered Mr P a free Text Relay service, but he chose not to use this either.

I also find that Santander did everything it could have done to provide Mr P with good customer service, including reasonable adjustments to enable him to be able to submit the necessary evidence about his chargeback claim. So I do not uphold Mr P's complaint about Santander's customer service.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 May 2024.

Belinda Knight
Ombudsman