

The complaint

Miss D complains that Santander UK Plc didn't refund transactions after she asked to make a chargeback and told it some payments to a merchant were unauthorised.

What happened

Miss D is an author. She wrote a book. She was then contacted by a publisher based in the United States. She says this publisher told her that it could edit, publish, and market her book – in return for payment. This included promotion of her book at an international book fair, promotion of the work on social media and the production of a podcast. The publisher also offered to promote the work with a view to adapting it into a motion picture. Miss D made three payments, £775.99 in total, using her Santander debit card.

But Miss D says the work wasn't promoted at the book fair, and that the publisher didn't complete the podcast either. She says she approached the publisher for a refund – but this was unsuccessful. So she approached Santander to see if they could help.

Santander said it would try to recover some of the payments under the relevant chargeback scheme. It asked Miss D to fill in some forms, which she did. Santander then asked Miss D to provide further information, including copies of any order forms or invoices relating to the transactions. Santander says it didn't receive a response to these queries. Santander says that as it didn't receive a response the chargeback claim became dormant. And without this information it cannot say if a chargeback would have been successful. In the meantime, Miss D had referred the matter to us.

During our investigation, it emerged Miss D had made further payments to the publisher. Miss D says these were taken without her permission – and related to social media promotion and website design. She says she'd declined these services but the publisher helped itself to the funds anyway. Taken together, including the funds subject to the original dispute, Miss D made 10 payments to the publisher adding to £2,628.39.

I issued my provisional findings on 11 October 2024. In summary:

- Although I sense Miss D had been taken advantage of, I wasn't persuaded Santander could do more here.
- We'd asked Miss D a number of times for copies of any contractual documentation, emails or invoices between her and the publisher. She'd provided some emails. But it wasn't clear from these what she'd actually ordered or what the terms and conditions would have been.
- I'd found a copy of the publisher's standard terms and conditions online. I noted that these only allowed for a refund in limited circumstances – in particular, if Miss D cancelled the service within 30 days of purchase and prior to the beginning of the fulfilment of the services. They also allowed the publisher to delay the delivery of any service. It appeared that the publisher would refuse refunds once it had begun even the early stages of the delivery of the services – and that it could delay or defer

delivery of these services.

- With this in mind, I didn't think it unreasonable for Santander to have needed information about what services had been promised or the terms on which they'd been provided. And while I accepted that Miss D may not have received what she thought she was paying for, I couldn't conclude that a chargeback would have been successful.
- I considered the further payments that Miss D said were processed without her permission. She'd said she'd been dealing with a consultant at the publisher, who I called "A". Miss D says A called her all the time, and that after each call A would help himself to her money even when she said "no". She says that after A left the publisher, he continued to contact her asking for more money, and that by March 2023 she'd blocked A's calls.
- I needed to be satisfied Miss D told A she didn't want these services but A charged her for them anyway. Miss D appears to have known what the payments were for even though she said they were taken without her permission. And it emerged that Miss D was still in touch with A – who was still offering to sell Miss D further services in connection with her work. She'd agreed to make further payments to A, one as recently as August 2024.
- With all that in mind, I couldn't say it was most likely the payments were made without her permission. I thought it more likely Miss D had authorised these payments.
- I didn't think Santander could have done more here. I didn't think Santander would have identified that these transactions were unusual, given their value and that Miss D had a genuine interest in receiving services from this publisher.

For these reasons, I didn't think the complaint should be upheld.

I said I'd consider any further comments I received. Santander has replied saying it agrees with my findings. Miss D disagrees for a number of reasons. I've therefore reviewed the complaint afresh.

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.

In response to my provisional decision Miss D has raised a number of points. In summary Miss D says:

- She didn't consent. A has admitted that services were not done. She asked him not to take the money as she had limited funds. But as a "hard salesperson" A didn't listen. He "kept refusing to listen and shouting trying desperately to bleed me and upset me because I was refusing."
- A has now been blacklisted by other banks as a scammer. Banks say she should block his calls.
- A has agreed to say she is telling the truth; she's told Santander that A will tell it that.

I've carefully considered the points Miss D has raised. They don't change my conclusions. I'll

explain why.

The key question here is whether Miss D consented to these transactions. For the reasons I've already explained, I think it's most likely she did. She appears to have had a genuine interest in the kinds of services offered by the publisher, and she's continued to correspond with A, and agreed to make further payments to him, even after she says she's realised A was scamming her.

I've considered Miss D's further comments. The interactions she's described appear more consistent with pressured sales techniques. If Miss D agreed to these payments because she felt pressured into doing during repeated contact from A, that's not something I can hold Santander liable for.

I have every sympathy with Miss D. I don't doubt she's had a difficult time. But here I'm determining the liability of Santander.

For the reasons I've already explained in my provisional decision, I'm not satisfied Santander was in a position to make a chargeback given the very limited information Miss D could provide about the transactions she'd entered into. I'm not persuaded, given the amounts and values of these transactions – and given that Miss D appears to have had a genuine interest in promoting her book – that Santander needed to step in or that any intervention would have made a difference to her position. And I'm not persuaded, given what I've said above, that Miss D didn't agree to the transactions.

It follows that I don't uphold the complaint and I'm not going to tell Santander to do anything further to put things right.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 19 November 2024.

Rebecca Hardman
Ombudsman