

The complaint

Mr H has complained that Santander UK Plc has failed to refund him for bathroom accessories he bought from a third party.

At times, Mr H has been represented in bringing his complaint. But, for clarity, I'll refer to all submissions made on his behalf, as having been made by him directly.

What happened

Mr H used his Santander card to pay a third party for bathroom accessories, totalling £1,500. I will call the third party 'B'. B also gave Mr H details of a fitter, but this didn't form part of the contract.

Unfortunately, there were issues with the fitter's availability, so Mr H rescheduled the delivery of the items to a later date. They arrived in the mid-afternoon, which was too late in the day for the fitter to carry out the work. So, Mr H refused delivery, but B said he's not entitled to a refund.

Mr H raised a claim with Santander, but it didn't refund his money. It did accept, however, that on two occasions it should have provided better service, and paid him £100 compensation for this.

One of our investigators looked into what had happened, but thought Santander had acted fairly.

First, our investigator looked at the chargeback scheme. However, she didn't think it applied here, given that the goods had been delivered (but rejected), and there's nothing to suggest they weren't of satisfactory quality. And the installation didn't form part of the contract. She also looked at section 75 of the Consumer Credit Act 1974, but didn't think this applied either. This was because there'd need to be a breach of contract or a misrepresentation, and there were neither here.

As regards service, she agreed that Santander could have communicated better, and progressed matters more swiftly. She felt the £100 it had paid Mr H was fair to reflect this.

Mr H disagreed. In summary, he said that he wasn't told that installation was not part of the contract, and that he wasn't provided with any terms and conditions.

The complaint's now been passed to me.

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'm not upholding it. I know this will be very disappointing, but I'll explain why.

I'm satisfied that Santander has behaved fairly. This is because there's no evidence of a misrepresentation or breach of contract, as explained by our investigator. I'm aware that Mr H has said he didn't see any terms and conditions. I can't be certain what happened regarding this. But I can see from the invoice itself, which is for the full £1,500 that Mr H paid, that it only includes the accessories. Fitting doesn't appear as one of the items.

Accordingly, I'm satisfied that the contract was for the accessories, and as they were delivered on the agreed date, I think it was reasonable for Santander not to find a breach of contract.

I'm sorry that Mr H chose not to accept delivery, because of the availability of the fitter. I'd now urge him to contact B, to see what can be done.

I've also looked at Santander's service. I agree that it could have been more proactive, and I think the £100 compensation paid is fair to reflect this, and is in line with what I'd have awarded.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 March 2025.

Elspeth Wood
Ombudsman