

The complaint

Miss H complains that Santander UK Plc mishandled her request for a chargeback in respect of money paid out for damaged goods.

What happened

On 5 July 2023 Miss H ordered an item at a cost of £129.95 using her Santander credit card. When the item arrived it was damaged and Miss H contacted the Supplier. It said it would collect the item, but it failed to do so. Miss H made attempts to engage with the Supplier to resolve the matter but to no avail. She was left with a bulky item taking up space in her kitchen.

She then contacted Santander to seek a return of her money. She provided information about the transaction and the events which followed. A chargeback was raised and disputed by the Supplier. Santander asked for more information to be supplied within 14 days so it could respond to the Supplier's claims. That letter took 10 days to arrive.

Miss H called Santander and had a series of conversations with different call handlers. In essence she was trying to explain that Santander had misunderstood some of the basic facts of her claim and with the delay in the arrival of the letter she was left in an unreasonable position.

The initial call handler having spoken with Miss H had a technical issue and placed her call back in a queue. Miss H had to go through the same preliminary routine again before she spoke to the second call handler. Miss H explained her situation and the conversation became somewhat circular. The call handler effectively ended the call by telling Miss H she had other callers to deal with. Miss H then spoke to a third person who listened to Miss H's concerns and spoke with the chargeback team. She gave advice to Miss H on what to do and that call ended amicably. Miss H was advised to take the requested documents to a local branch and they would be uploaded to Santander's relevant systems.

The call handler also passed Miss H's complaint to the complaints team. Having reviewed the events and listened to the calls Santander offered her compensation of £50. Miss H didn't accept this and brought a complaint to this service.

It was considered by one of our investigators who considered the offer of £50 by Santander was fair. Miss H didn't agree and so the complaint has been referred to me for a 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.

I appreciate the strength of feeling Miss H has demonstrated throughout her claim and the ensuing complaint. I appreciate she was frustrated by elements of Santander's handling of her claim and her experience during the course of two of the calls she had. Having reviewed all the evidence presented by both parties and listened to two calls I have concluded that

Santander need not do anymore in relation to this complaint. I will explain why.

Firstly, I should explain that this complaint is not about the outcome of the chargeback; it is about how Santander handled Miss H's request that it get her money back. I have noted in passing that Santander has said that the chargeback was ultimately successful, but this has no bearing on my consideration of the complaint.

I should also explain what a chargeback is. Chargeback allows for a refund to be made of money paid with a credit or debit card in certain scenarios, such as when goods have been paid for and not received. A consumer cannot insist on their card company attempting a chargeback, but I would expect it to attempt one, as a matter of good practice, if there was a reasonable prospect of succeeding and to do so would be compliant with the rules of the card scheme to which the card belongs (most commonly, Mastercard or Visa).

In this case Santander did as I would expect, it raised a chargeback on behalf of Miss H. When the Supplier rejected this Santander sought further information from Miss H to allow it to pursue the chargeback. That is what I would expect it to do. It seems Santander had been provided with some of the information previously and it had misunderstood that Miss H tried to return the item but the Supplier had not cooperated and she still had the item in her possession. I can understand that this may have caused Miss H some frustration. I think this combined with the effectively short deadline did not assist matters.

On the matter of the time taken for the letter to reach Miss H I cannot hold Santander responsible for postal delays. I have not seen anything which would indicate the letter was delayed by Santander. I think it would have been reasonable for Miss L to have asked for an extension and for Santander to have agreed to such a request.

Turning to the phone calls it is clear Miss H was disappointed with two of the calls. The first one was ended because the call handler had technical issues. I have not been given a recording of this call, but I am satisfied that it was unhelpful and regrettable that Miss H had to go back into the queue and start the process afresh. I cannot say what was the cause of the technical issue, but I fear such things happen.

Listening to the second call I can tell Miss H was frustrated at having to go through the process again and explain the situation to another call handler. I also noted that the call handler did not deal with the call as I would expect. The conversation became circular and the call handler said she had other people who wanted to speak to her and this brought the call to an end. Miss H wanted to speak to a manager as she was concerned that her claim may fail due to the deadline for a response expiring. However, she was passed over to another call handler. I do not consider Miss H's experience during this call was acceptable.

The third call was much better and the call handler treated Miss H with empathy and she responded positively to this. The call handler took advice from the chargeback team and explained how Miss H could get the information to the team quickly. This involved her taking it to her local branch. While this may have been an inconvenience it did ensure the documents etc. could be sent quickly so the claim could be pursued.

I can appreciate Miss H's frustration with elements of Santander's handling of her request, but it was trying to get her money back and to do so it needed to be sure it had sufficient information and evidence to pursue the claim. It asked for information it already had and didn't seem to be aware Miss H had tried to return the item. This would have caused Miss L some frustration and the first two calls added to her concerns about Santander.

Given Miss H's experience I agree that compensation for the distress and inconvenience she suffered is merited and I consider the sum of £50 is fair and reasonable.

My final decision

My final decision is that Santander UK Plc should pay Miss H £50 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 20 March 2025.

Ivor Graham
Ombudsman