

## **The complaint**

Mrs G complains Santander UK plc (Santander) wouldn't raise a chargeback for four dresses she bought, which she says turned out to be the wrong colour.

## **What happened**

On 7 June 2024, Mrs G paid £146.64 with her Santander credit card for two dresses in size 12 and 14 from a retailer (which I'll call "D"). She then placed a second order and paid £171.99 with the same card for an additional pair of the same dresses. The second order cost more because a different discount had applied.

The dresses arrived on around 9 June 2024. The dresses were meant to be "ivory", as described on the website, but Mrs G said the dresses she received were "gold/tan", "sparkly", and "glittery gold" in colour.

On 14 June 2024, Mrs G asked D to take the dresses back. She followed up again on 18 June 2024, explaining she wouldn't reorder until she had received a refund.

On 20 June 2024, D sent Mrs G a link to its returns portal, with instructions on how to complete a return. Mrs G said the returns portal didn't work and resulted in "not found" and "not available" messages on the website.

On 1 July 2024, Mrs G told D she was struggling to return the dresses and would dispute the charges with her credit card provider (Santander).

In early July 2024, Mrs G asked Santander to help her get her money back and sent it copies of emails between her and D. Santander considered a chargeback but said it needed more information to pursue one - such as evidence of what was ordered, proof the dresses were returned, and details of how the dresses weren't as described. Mrs G confirmed she had already provided everything she could.

Santander didn't think there was enough evidence to raise a chargeback for her and closed the claim. And on 11 September 2024, it issued its final response saying the same thing.

Our investigator didn't think Santander did anything wrong, but Mrs G disagreed. She said she attempted to return the dresses and D's refusal to help further constitutes a refusal to accept a return, breaching her right to return the dresses under the regulations related to distance selling. She believes Santander should have pursued the chargeback claim.

The complaint has now come 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.

While I might not comment on everything (only what I consider key) this is not meant as a

discourtesy to either party – it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've considered everything they've sent, including Mrs G's further comments following our investigator's assessment.

It's important to note that Santander didn't supply the dresses. So to decide if it acted fairly, I need to consider its role as a financial services provider only. As Mrs G used her credit card to pay D, I need to consider how Santander could have reasonably assisted her through the protections offered by the chargeback process and section 75 Consumer Credit Act (CCA).

### Chargeback

When someone buys something with their credit card, and something goes wrong, the card issuer can sometimes help them obtain a refund by raising a chargeback on their behalf.

There's no obligation for a card issuer to raise a chargeback for a customer – but I'd expect it to do so if a chargeback has reasonable prospects of success. Likewise, if a chargeback is unlikely to succeed, I wouldn't find it unreasonable for a card issuer to decline raising one.

The rules governing the chargeback process are set by the relevant card scheme – in this case, that would be Mastercard. These rules set out strict conditions that must be satisfied for a chargeback claim to be successful. I'd expect a card issuer like Santander to apply the scheme rules correctly and conduct the chargeback process fairly.

As Mrs G said the dresses were not as described, Santander considered raising the chargeback under Mastercard's reason code "Goods or Services Were Either Not as Described or Defective". I think that was reasonable as it aligned with Mrs G's claim.

For a claim to succeed under this reason code, Santander would generally need to evidence that Mrs G attempted to return the dresses in line with D's returns process and D refused to provide a remedy such as a refund. There would also need to be sufficient evidence the dresses genuinely weren't as described.

Emails suggest D was prepared to accept a return if Mrs G used its portal. D gave detailed instructions on how Mrs G could apply for a return, and there's no sign D changed its mind. I appreciate Mrs G had trouble accessing the portal. However, there's no supporting evidence it wasn't working, or that Mrs G tried to resolve specifically the portal issues with D – which might have been due to a technical issue on either D's side or hers.

Overall, I don't think there's enough here to show Mrs G returned the goods in line with D's returns process or was unable to do so, or that D refused a refund. So I don't think Mrs G's claim satisfies Mastercard's chargeback requirements.

I also don't think Mrs G did enough to show the dresses were misdescribed. She said the dresses were "gold/tan" and "sparkly" instead of "ivory", but she didn't provide documents (like photos or the original listing) to prove the dresses didn't match what she ordered. She did provide evidence to the Financial Ombudsman Service later, but by this time it was too late because the chargeback process had already ended.

Considering the evidence Mrs G had submitted at the time of the chargeback, I don't think her claim was likely to succeed. It follows that I don't think Santander's refusal to raise a chargeback on her behalf was unfair.

### Mrs G's late evidence

Mrs G said she would have sent Santander supporting evidence had it provided her with a link. And if she had, this might have made a difference to her claim. However, having looked at the communication between Mrs G and Santander, I can't see any dialogue between Santander and Mrs G on how to send further evidence through an online link.

Instead, Santander on several occasions sent letters to Mrs G containing pre-paid envelopes designated for including supporting information. Instead of sending additional information to Santander, she confirmed she sent in everything she had. So I think Santander has done enough here to enable Mrs G to send further information.

It's also worth noting that if Mrs G's further evidence had been considered, I still don't think it would have made a difference as the other chargeback requirements weren't satisfied.

### Distance selling regulations

I understand that Mrs G argues she can return the dresses for a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs), because her purchase was a "distance" sale.

These regulations sometimes give consumers a right to cancel purchased goods within 14 days. If such a right exists and Mrs G exercises it, a merchant refusing to cancel and take the goods back could amount to a breach of contract. But even if Mrs G has this right, that doesn't necessarily mean her chargeback claim would be successful.

Distance selling rights don't determine if the dresses were "not as described" under Mastercard's chargeback rules – which don't specifically incorporate consumer rights law. These rights might be relevant if Santander is responsible for a breach of contract by D – but that would only be the case here if section 75 CCA applies.

### Section 75 Consumer Credit Act

Under section 75 CCA, Mrs G can hold Santander responsible for a breach of contract or misrepresentation by D if certain criteria are met.

For example, the relevant legislation says section 75 doesn't apply "to any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000..."

The reference to single item means I have to look at the cash price of each individual item under each order. The first order was for two dresses priced at around £73 each. And the second order was for two dresses priced at around £86 each.

As each dress costs under £100, Mrs G doesn't have a claim under section 75 CCA. So she cannot hold Santander responsible for a breach of contract or misrepresentation by D.

Mrs G should note that even though section 75 CCA doesn't apply, she may have a claim against D directly - though she may want to consider legal advice first.

In conclusion, I don't think Mrs G had a right to a refund under either the chargeback process or section 75 CCA. As I don't think Santander acted unfairly in any other way while handling Mrs G's claim, I'm not recommending it do anything further.

### **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 Mrs G to accept or reject my decision before 27 May 2025.

Alex Watts  
**Ombudsman**