

The complaint

Mr K is unhappy that Santander UK Plc wouldn't recover money from a seller for him with which he was in dispute and with the service he received from them surrounding this.

What happened

Mr K made a payment by faster payment to a seller to purchase some clothes. However, when the clothes arrived Mr K found them to be defective and he contacted the seller and asked to return them.

The seller accepted Mr K's request and agreed to pay for return postage. But Mr K wanted the seller to organise a courier to collect the items from his house, which the seller refused to do. Because of this, Mr K raised a dispute with the seller with Santander and asked them to recover the money he had paid for the clothes for him.

Santander looked into Mr K's request but decided that Mr K's dispute with the seller was a civil matter and not one which Santander could get involved in. Mr K wasn't happy about this, and he also wasn't happy that Santander's telephony agent referred to him as 'sir', even after he'd told them not to. So, he raised a complaint.

Santander responded to Mr K and reiterated that they felt his dispute with the seller was a civil matter. Santander also apologised to Mr K for their agent referring to him as 'sir' when he'd asked them not to. Mr K wasn't satisfied with Santander's response to his complaint, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt the response that Santander has issued to Mr K's complaint already represented a fair resolution to it. Mr K didn't agree, and so the matter was escalated to an ombudsman for a final 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.

When an account holder has a dispute with a merchant or a seller, there can be instances when a bank such as Santander can seek to recover money on their account holder's behalf.

One such instance is if a scam or fraud has taken place. Indeed, when Mr K referred his dispute to Santander, he explained to them that he felt that he'd been scammed by the seller, given that the clothes he received from the seller were defective.

Santander investigated this matter for Mr K and decided that it wasn't the case that fraud or a scam was taking place here. And, upon consideration, I'm in agreement with Santander on this point.

One reason I say this is because the seller accepted Mr K's request to return the clothes to them, and agreed to pay for the return postage for Mr K. These actions are the actions of a scammer, but rather indicate a legitimate trader. And it was only because Mr K wanted the

seller to arrange for a courier to pick up the return items from his house, which the seller declined to do, that Mr K's attempt to return the items to the seller failed.

Generally speaking, I don't feel that it would be expected that a seller accepting a return of this nature would agree to their arranging a courier to pick up items from the home of the person wanting to return the items. And while I note that Mr K has said that he has medical issues which prevented him from attending a postal depot to arrange the return parcel himself, I feel that Mr K could and reasonably should have mitigated against the dispute that arose here by arranging a courier to pick up the items from his home himself, or by arranging for a friend or family member to post the items for him.

Given that I'm satisfied that Mr K wasn't being scammed or defrauded, the only other way that Santander could have potentially sought to have recovered Mr K's money for him was by a chargeback claim. But chargeback claims are only available if the payment in question has been made by a debit or credit card. And because Mr K made the payment by faster payment in this instance, this means that a chargeback claim wasn't a viable option.

All of which means that I concur with Santander's assessment that the dispute between Mr K and the seller isn't one that they can get involved with. This is because there is no fraud or scam taking place here, and because Mr K didn't make the payment via a method covered by a payment recovery scheme that would have enabled Santander to act. And this means that I also feel that Mr K's dispute with the seller is a civil one which Mr K will need to resolve with the seller directly or via a Court of Law.

Turning to the service aspect of Mr K's complaint, I acknowledge that Mr K is unhappy that Santander's agent referred to him as 'sir', even after he'd asked them not to. It is of course Mr K's right to not be referred to in this manner. But I also must consider that 'sir' is a very common term used to politely convey respect and isn't intended to be rude or disrespectful.

As such, I feel it's understandable that Santander's agent might have accidentally referred to Mr K as 'sir' even after he asked them not to. And I also note that Santander's agent apologised to Mr K for this at that time, and that Santander also apologised to Mr K for this in their response to his complaint. And in consideration of the above, I feel that these apologies issued to Mr K already fairly resolve this aspect of this complaint, and I don't feel that it would be fair or reasonable to instruct Santander to do anything more in this regard.

Finally, Mr K is unhappy that Santander didn't raise a complaint about his dissatisfaction when he first asked them to. I can appreciate that this would be frustrating for Mr K. But this service can only consider points of complaints about financial matters (given that we are the Financial Ombudsman Service). And how a business handles a complaint is not a financial matter. In short, this service cannot consider a complaint about how a business has handled a complaint. However, I'm pleased to note that Santander did raise a complaint for Mr K on 5 September 2024.

All of which means that I won't be upholding this complaint or instructing Santander to take any further or alternative action here. To confirm, this is because I'm in agreement with Santander that Mr K's dispute with the seller is a civil matter between the seller and himself, and because I feel that the apologies that Santander have made to Mr K for referring to him as 'sir' already fairly resolves that aspect of Mr K's complaint. I hope that Mr K will understand, given all that I've explained, why I've made the final decision that I have here.

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 K to accept or reject my decision before 14 February 2025.

Paul Cooper
Ombudsman