

The complaint

Miss W is unhappy with how Santander UK Plc (Santander) handled her claim.

What happened

Miss W purchased dog harnesses from a supplier I shall call F on 2 March 2024. This was paid on her Santander credit card.

These harnesses were ordered at custom sizes but upon receipt Miss W found the harnesses were too big for her dogs. She contacted F on 4 April 2024 who advised her the items were made to her requirements and were adjustable but she may need the next size down.

Miss W said she didn't know the harnesses were adjustable but requested the smaller sizes. F asked her to return the items (Miss W kept one harness which she said fitted well) and then subsequently sent her the replacements. This also included an additional puppy harness which Miss W wanted added to the order.

Following receipt of the replacement harnesses Miss W told F that the issue had been addressed. However she later contacted F on 23 April 2024 to say that when her dogs were running, their legs were getting caught as there was still further room within the harnesses.

Miss W suggested these harnesses may not be appropriate for smaller breeds such as hers but F advised they had the same small breed using their harnesses and not seen these issues before. They told Miss W that it looked like the harnesses fitted perfectly (which I assume was after reviewing pictures sent by Miss W) and suggested they may need to be adjusted before using them further.

F also commented that Miss W may have confused the harnesses as being tailor made when in fact they were a custom made service. They said the harnesses were made to the measurements provided, were adjustable and they also noted during the first return that the harnesses were on the loosest settings rather than the tightest which would've made them sit further down the back. They felt that the harnesses may still not have been fully adjusted but offered further alterations if Miss W wished for this to occur.

Miss W stated that the harnesses were still loose in their tightest settings and said she'd taken them to a seamstress who felt they weren't to measurement. F didn't accept this and commented that a seamstress wouldn't be familiar with pet attire.

As the matter remained unresolved, she contacted Santander to raise a chargeback claim against F and a Consumer Credit Act 1974 ("CCA") section 75 claim ("S75") against Santander.

Miss W's chargeback claim was raised on 23 April 2024 and following her subsequent submissions on 14 May 2024, Santander felt they couldn't progress the claim as the goods hadn't been returned to F.

In their final response letter (FRL) of 9 August 2024 they asked Miss W to update them when this was done but they also noted that incorrect information had been given to her in the past regarding the required goods return. £75 was offered to her as a result to address this. Santander also said that in the event of an unsuccessful chargeback claim, she could also raise a S75 claim.

Miss W provided evidence of the harnesses being returned on 10 August 2024, however Santander felt the chargeback claim was now out of time under Mastercard rules. As Miss W was dissatisfied with Santander's general handling of the claim, she referred the complaint to our service.

Our investigator looked at the complaint and considered that the chargeback claim was in time as Miss W did provide proof of the item return as soon as possible. However they felt there was no reasonable prospect of success as there was insufficient evidence the harnesses weren't of the required quality and F had also offered to provide further adjustments which Miss W declined.

They also said there was no valid S75 claim in this instance as Miss W's individual harness cash prices were below the limits required.

As Miss W was dissatisfied with our investigator's findings, she asked for an ombudsman to issue a final decision on the matter.

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've read and considered the evidence submitted by the parties but won't comment on it all – only the matters I consider to be central to this complaint. This isn't intended as a discourtesy but reflects my role in resolving disputes informally.

It's important to note that Santander aren't the provider of the goods here – so in deciding what is fair and reasonable, I'm looking at their particular role as a provider of financial services. In doing so I note that because Miss W paid for this transaction using her credit card, both chargeback and a S75 claim could possibly help her. So in deciding what is fair and reasonable I've focussed on this

Chargeback

There is no requirement for Santander to raise a chargeback, but it is often good practice to do so. However, a chargeback isn't guaranteed to succeed and is governed by the limitations of the particular card scheme rules (in this case Mastercard). I've considered the relevant chargeback rules in deciding whether Santander acted fairly.

Santander have said Miss W raised the dispute on 23 April 2024, however they subsequently said the chargeback was out of time as Miss W didn't provide evidence of returning the goods within the required time limits.

I've reviewed Mastercard's rules and there are a few key conditions to note. One is that the cardholder has contacted the merchant to try and resolve the dispute. It also says that for disputes involving goods, the cardholder either needed to have returned the goods or informed the merchant the goods were available for pick up.

I see Miss W raised the chargeback with Santander within two months of purchase. In this case F were willing to accept the goods back to make further adjustments but Miss W didn't return the items as she didn't want any more adjustments but a refund instead.

Santander then attempted to attain proof from Miss W that the goods had been returned, however some confusion arose here because Miss W had previously returned the harnesses for adjustments. It doesn't look like Santander appropriately explained to Miss W she needed to return the goods once again for the chargeback claim to be progressed.

I've reviewed Santander's FRL of 9 August 2024 and they confirmed that there were several instances of incorrect advice being provided. They also said that if Miss W could show the goods had been returned, they would then pursue the claim. Miss W returned the harnesses back to F the following day and provided proof of this. However she still received a letter on 20 August 2024 from Santander stating that the claim was now out of time and so couldn't be progressed.

In terms of this Miss W had time to return the items after raising the issue with Santander had she been informed correctly of this requirement. Santander has admitted this didn't occur and she was misadvised which I consider would've delayed the required return.

I see our investigator also felt the chargeback would've been in time and therefore looked at its prospect of success had it been considered further. I've thus gone on to consider if the evidence presented shows the possibility of a successful chargeback claim had it progressed.

I note there are a few key evidential points to consider:

- Miss W's chargeback claim would've been under the reason code "Not as Described or Defective Merchandise". I've therefore considered the item description on F's site for what should've been reasonably expected. I see for the harnesses ordered it states they're adjustable around the neck and chest and had plastic buckles in those areas to fasten them.

Their FAQ page also has details on how to measure dogs to determine the best products for them and a link to a video to assist with that as well. It also states that "as the items are handmade, the dimensions provided for products have a small tolerance due to the nature of the sewing".

The product description also says the harnesses are 'made to measure' but I note there are choice of sizes to choose from for the dog's chest and neck.

I'm therefore satisfied that F made clear the nature of the product on their site which was they were handmade and made to measure but within the ranges listed.

- Miss W provided her measurements to F so therefore the harnesses would've then been made in line with these ranges. This would mean there would be variances at play – such as from the measurements provided by Miss W, the harness measurement ranges available and also any small tolerances from the items being handmade.

This would mean that the harnesses may not necessarily fit exactly as Miss W would've liked. However under this chargeback rule I need to consider if the product was reasonably 'as described' with mind to the description of the product on F's website.

F made the harnesses to Miss W's specifications and then when returned in the first instance provided further alterations to a lower size. I appreciate Miss W still experienced issues following this return but I've insufficient evidence that the harnesses weren't as described.

- I also understand Miss W says she had the harnesses inspected independently with regards to their measurements, however I've no documentary evidence of these findings. It'd also likely be difficult to ascertain the accuracy of this report considering these harnesses are for animals with specific requirements as a result. Therefore I can't say I've enough that the harnesses weren't made to the right measurements. I must also note that F did offer to further replace the harnesses which Miss W hasn't accepted
- Lastly I appreciate Miss W has raised safety concerns with the harnesses, however without a documented expert opinion on the matter, I can't say a chargeback would've succeeded on this basis.

With all of this in mind, I do think that if Santander had raised a chargeback claim I don't think there was a likely prospect of success had it progressed further and onto arbitration. While I appreciate Miss W's position, there's insufficient evidence these goods weren't as described or defective here.

S75

S75 provides that in certain circumstances the borrower under a credit agreement has an equal right to claim against the credit provider if there is either a breach of contract or misrepresentation by the supplier of goods and services.

S75 has certain technical requirements for there to be a valid claim. One of these are certain financial limits and Miss W would've needed to make a transaction for each item with a cash price of over £100 but no more than £30,000.

I've reviewed the order information supplied by Miss W and see the costs for each individual harness wasn't within the financial requirements for a S75 claim.

While S75 wasn't raised by Santander as Miss W didn't contact them to submit this following the chargeback claim outcome, I don't think there could've been a valid S75 claim for the reasons explained.

Santander's handling of the claims

Having reviewed Santander's administration of her claims, it looks like there have been significant deficiencies. These include:

- Santander not making clear that the replacement harnesses needed to be returned again following Miss W's previous return for the initial adjustments. This looks to have caused a substantial delay in the following months on the progress of the claim.
- I understand Miss W also encountered issues when submitting receipts of her purchases to Santander electronically. She says she wasn't supported properly and she eventually ended up posting this to them.

- She also says she wasn't updated in the following weeks and then when she called she discovered the claim had been closed as Santander felt there was insufficient evidence – although she hadn't been notified of this. The claim was then reopened.
- Miss W says she made several phone calls to Santander during the claim process and was passed between different handlers on a few occasions while also given conflicting information regarding the required return of the harnesses. In addition Miss W says she was told she had to resubmit her evidence on several occasions. This meant Miss W had dedicated a substantial amount of time speaking to Santander about her claim through no fault of her own.

After the handling of the chargeback claim, Miss W looks to have lost faith in Santander looking at her further S75 claim and so brought the complaint to this service.

I see our investigator has asked for the compensation awarded to be increased by another £75.00 to a total of £150.00 as full and final settlement for what's happened here (£75.00 should've already been applied to her account previously following the FRL).

I think this is appropriate and note Santander has already agreed to this as a resolution. I do think this is fair to put things right.

My final decision

For the reasons above, I uphold this complaint. Santander UK Plc must:

- Arrange for a further payment of £75.00 to Miss W beyond the previous £75.00 paid, in order to address the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 14 July 2025.

Viral Patel
Ombudsman