

The complaint

Mr L complains that Santander UK Plc hasn't refunded him for some transactions he made using his debit card.

What happened

In October 2023, Mr L raised four disputes with Santander relating to some purchases he made using his debit card.

Details of the transactions are below:

<u>Transaction date</u>	<u>Amount of transaction</u>	<u>Dispute description</u>
18 September 2023	£116.90	My goods or services weren't received (resolved).
18 September 2023	£101.17	My goods or services weren't received - shoes don't fit
2 September 2023	£34.72	My goods or services weren't received – didn't receive by delivery date (DVD)
4 October 2023	£12.76	A refund was promised but hasn't been received. Refused delivery

Mr L completed a 'Disputed Transaction Form' for each of the purchases and returned this to Santander. Upon receipt of the forms, Santander wrote to Mr L again on 31 October 2023 to request some more information about the transactions before it could process the chargeback.

Santander said that Mr L didn't provide it with the information it requested, and so it closed the disputes down without processing the chargeback. It also said that Mr L told it that for the dispute for £116.90, he had received the item and so the dispute had been closed.

An Investigator considered the evidence provided by both parties however they didn't think Mr L's complaint should be upheld. The Investigator found that Santander had made attempts to request evidence from Mr L to support his claim, and because this wasn't received, the Investigator didn't think it unreasonable that Santander didn't continue with the chargeback.

Mr L said he didn't agree with the Investigator, and so the case has been passed to me to decide on the matter.

Before I came to my decision on this case, I contacted Santander to see if it would agree to settle the complaint for £200. Santander agreed to do this, but Mr L didn't agree with the resolution. He felt that the £200 didn't go far enough to address the distress and inconvenience he says he was caused by Santander's actions.

Because an agreement couldn't be reached, the case is now ready for me to decide 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.

Having considered all of the evidence available to me I have decided to uphold Mr L's complaint. I appreciate this provisional decision will come as disappointment to Mr L, as I understand that what I will be ordering Santander to do, doesn't go as far as he would like it to.

I'm sorry to have read of the issues Mr L has had with the various retailers. However, as Santander aren't the supplier of the goods, I can only consider whether it acted fairly and reasonably in light of its role as the finance provider.

In deciding if Santander has acted fairly and reasonably, I've thought about the ways it could have helped Mr L get a refund for the items he has raised a dispute over. In this case, I consider the chargeback process to be relevant.

Chargeback

The chargeback process provides a way for the card issuer – in this case Santander – to help a customer claim a full or partial refund of the amount they paid on their card, if certain things go wrong with what they've purchased.

The process is overseen by the card scheme – in this case, MasterCard. Card schemes set out various rules covering things such as what sort of scenarios are eligible for chargeback, the kind of evidence required, and the timescales for a chargeback to be raised.

Generally speaking, it's good practice for a card issuer to attempt a chargeback where the right exists and there's some prospect of success. That said, they're not guaranteed to be successful, and a consumer isn't able to demand that their card issuer attempt one. A chargeback can be defended too; the party which received the payment can resist a chargeback attempt. If neither the consumer nor the merchant concedes then, ultimately, the card scheme itself can be asked to rule on the dispute in a process called arbitration.

In this case, Santander didn't attempt chargebacks for Mr L. It's said it didn't do this because Mr L didn't provide it with the information it asked for. A separate letter was sent for each dispute, which explained what information it wanted Mr L to provide for it to raise the chargeback for each transaction. Mr L didn't provide the information Santander requested, and so it closed the claim without processing the chargeback.

A chargeback can only be attempted once. And so, Santander were required to request enough evidence to ensure the chargebacks had every prospect of success. I've looked at the information Santander requested from Mr L, for each of the chargebacks he raised. I'm satisfied that the information it asked for was relevant in supporting Mr L's individual disputes. Without the information, in my view, the chargebacks had little prospect of success. It follows that I don't think it was unreasonable of Santander to have not progressed the chargebacks when it didn't get the information it asked for. And so, I won't be asking Santander to refund Mr L.

Customer service

I have listened to the calls Mr L had with Santander following the claims he submitted for the chargeback, and I'm of the view that Santander could have done better here.

I say this because the calls suggest that:

- Mr L makes it clear that he hadn't received the letters requesting more information, but it doesn't appear the letters were sent out again after 31 October.
- He explains that he was having difficulty uploading evidence to the system, to which a complaint was logged but no support offered.
- He was told that only one dispute form had been received, when in fact all had been sent and received together.
- Mr L was given the impression during some of the later calls in January that it might be able to process his disputes without the additional evidence. And explained that someone would be in touch if they required more information. And based on the information I've seen, the next Mr L hears is that his time for submitting the claims has now expired – a concern he had expressed to the representative.

While all of the calls I listened to were each handled well by the agents – they were professional and clearly trying to help Mr L – I don't think it was very clear to Mr L what he needed to provide (bearing in mind he told the agent in November he hadn't received the October letters). Nor was it clear how he needed to provide it; when he tried to upload evidence he couldn't, and later he was told he might be able to continue his disputes without the information. By the time Mr L became aware Santander wanted the evidence it requested to proceed, he was too late to submit the claims under the MasterCard rules.

As I've explained, I haven't seen any evidence to suggest the chargebacks would have been successful – and during the call in January, Mr L implies that a lot of the evidence it now required wasn't available to him given how long had passed since he made the purchases. That said, I think Mr L could have been supported better, and it could have managed his expectations better. So I will be upholding Mr L's case in part.

Putting things right

Santander has already agreed to pay Mr L £200 to compensate him for the service he received. I understand Mr L doesn't feel this award goes far enough to compensate him for what's happened.

It's seldom straightforward to decide on appropriate levels of compensation for non-financial losses. Not least because the impact on the consumer will be, by its very nature, subjective and difficult to quantify. In this case, I have considered the impact on Mr L when Santander's service sometimes fell short. When deciding on fair compensation, I have taken this into account, together with our published approach to compensation for distress and inconvenience, which can be found on our website. Having done so, I'm satisfied that £200 is a fair amount to compensate Mr L for the customer service issues he experienced.

My final decision

For the reasons set out above, I uphold Mr L's complaint. Santander UK Plc should put things right for Mr L by doing what I've said above.

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

Sophie Wilkinson
Ombudsman

