

The complaint

Mr M complains that Santander UK Plc (“Santander”) didn’t raise chargebacks for transactions he made from his bank account.

What happened

In November 2024, Mr M contacted Santander asking them to raise chargebacks for the following transactions:

- £1,723.83 paid to a company I’ll call ‘G’ on 6 August 2024
- £1,723.83 paid to a company I’ll call ‘P’ on 6 August 2024
- £1,714.20 paid to a company I’ll call ‘N’ on 14 August 2024
- £1,721.25 paid to P on 15 August 2024
- £1,685.69 paid to P on 1 September 2024
- £1,689.22 paid to P on 9 September 2024
- £1,689.35 paid to P on 10 September 2024

Mr M said these transactions were a combination of pre-paid debit cards and gaming vouchers that he ordered but didn’t receive.

Santander opened two separate claims for Mr M. The first covered the transactions Mr M made on 6 and 14 August, and the second covered the other transactions. Santander wrote to Mr M on 22 November 2024 asking him to complete ‘Disputed Payment’ forms. Santander then wrote to Mr M on 29 November 2024 after Mr M sent the forms back, asking him to provide additional information about the transactions, specifically –

- the full order confirmation with the order number, date, total amount, description of items and payment details of each transaction.
- dated copies of all correspondence with the merchants.
- proof from the merchants showing he would be refunded, with relevant dates and amounts.

Santander subsequently wrote to Mr M on 25 December 2024 saying they hadn’t raised chargebacks for the transactions made in August 2024 because the 120-day time limit to do so had been exceeded. Santander raised chargebacks for the transactions made in September 2024, but these were defended by the merchant and Santander declined to take these any further.

Mr M complained to Santander. He said they were incorrect in saying he was out of time to

raise chargebacks and said he had been specifically told by Santander that he was in time, because he had contacted them about his dispute within 120 days. And Mr M wasn't happy that Santander asked him to provide evidence by post, rather than digitally, which risked the 120-day time frame being exceeded.

Santander partly upheld Mr M's complaint. They apologised for giving Mr M incorrect information about the 120-day timescale and paid him £75 compensation. Santander subsequently paid Mr M a further £30 for incorrectly telling him they'd e-mailed him evidence from the merchant setting out why they'd defended the chargebacks for the September 2024 transactions.

Our investigator didn't think Santander needed to do anything further. He said they hadn't received all the required evidence from Mr M to raise the chargebacks and said the chargebacks wouldn't have been successful in any event.

Mr M didn't agree with our investigator. He said it was irrelevant whether the chargebacks would have been successful or not and said the failing by Santander was in not correctly interpreting the 120-day timeframe.

As the complaint remains unresolved, it's been passed to me to decide.

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'm aware I've summarised the events of this complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr M and Santander that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. I've concentrated on what I think are the key issues which our powers allow me to do.

I'm satisfied that the transactions Mr M has disputed are ones related to gambling. I'm aware there are online consumer forums which reference the merchants in question and identify them as ones connected to gambling.

Santander didn't raise the transactions from August 2024 because they felt these were out of time to do so. And I note the other transactions were defended by the merchant with Santander deciding not to take them any further.

As I'm satisfied these transactions relate to gambling, I need to consider what the relevant card scheme operator's chargeback rules state about these types of transactions. The relevant card scheme operator here was Mastercard. Our service has directly contacted Mastercard about whether chargebacks can be raised for gambling transactions. And they've directly confirmed to us there are no chargeback rights for any sort of gambling transactions such as the ones Mr M made. Mastercard has also confirmed that, had a bank such as Santander submitted a chargeback request in circumstances such as Mr M's, this wouldn't have been successful had this been sent to them to decide.

I appreciate Mr M says that the failing by Santander was in how they interpreted the relevant 120-day timeframe. But, in deciding whether Santander acted fairly and reasonably, I need to consider whether they deprived Mr M of a reasonable chance that his chargebacks would have been successful. And because of Mastercard's clarification to us about transactions such as these, I don't think Santander did deprive Mr M of a potentially successful chargeback claim, even if I were to find they misinterpreted the 120-day timeframe. And

while Santander did raise a chargeback for some of these transactions, it doesn't mean the chargebacks would ultimately have had any reasonable prospect of success.

I'm sorry to disappoint Mr M. But for the reasons I've set out above, I won't be upholding his complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 March 2026.

Daniel Picken
Ombudsman