

The complaint

Miss R complains Santander UK Plc (Santander) unfairly declined a claim for a disputed transaction for faulty bathroom parts.

What happened

Both parties are familiar with the facts of the case, so I'll summarise these here. Mr P is representing Miss R in this matter but for simplicity, I'll only refer to Miss R throughout my findings.

In March 2024 Miss R ordered and paid for a bathroom suite from a supplier I'll call B. B sent out the ordered items, but the cistern arrived later than the other items. Miss R employed a plumber to fit the bathroom and through this process it was found that, the cistern wasn't working correctly, the toilet seat was damaged, there was a faded letter C on one of the cold taps, some of the panelling was incorrect, the shower mixer wasn't working as it should be and the bath had scratch marks on it.

From what I can see, Miss R began complaining to B about the issues with the bathroom from 19 April 2024. Between then and 12 July 2024, B provided a partial refund for some of the panelling, and it sent two replacement cisterns. The first replacement had the same issue as the original cistern and Miss R returned the third cistern without having it fitted. She said she couldn't afford to get a plumber out again and wasn't confident the third cistern wouldn't have the same issues as the previous two.

B didn't accept liability for the broken toilet seat as the damage wasn't reported within 48 hours of delivery. It said it couldn't be sure whether the item had arrived damaged or had been damaged since, so it wouldn't offer a replacement free of charge. But it did offer a 10% discount on a replacement.

In relation to the faded letter C on the cold tap, it appears this is unresolved as the manufacturer couldn't see the issue reported from the information provided. It appears Miss R sent further evidence of the issue to B, but it's unclear from the information available what happened after this.

B told Miss R that to resolve the issue with the shower mixer the inner tube for the shower hose should be removed. Miss R didn't agree, based on the information her plumber had provided, she said the fault was as a result of a part being made out of plastic rather than metal.

I can see that on further inspection of the bathroom (because of the other issues there had been) that Miss R noticed scratches on the bottom of the bath. B says it offered a replacement bath but it's unclear whether Miss R accepted this. But ultimately on 12 July 2024, Miss R emailed B saying that she was unhappy with the bathroom suite. She asked B to collect the items and provide a refund. I can't see that B responded to this request from the information available to me.

Unhappy with this, Miss R raised a dispute for the £619.00 transaction with Santander. Santander raised the dispute, but B defended it saying it had sent or offered replacements for the items and that none of the potentially faulty items had been returned to it. Santander wrote to Miss R giving her an opportunity to provide further evidence in response to B's comments. Miss R did respond but Santander didn't receive this until after the deadline it had set. So, it had closed the claim and didn't respond further to Miss R until she raised a complaint. Ultimately Santander didn't think the claim would succeed and so it was declined. Whilst Santander believed it had reached the right claim outcome it did recognise there were some service issues and so it offered Miss R £100 compensation which she declined.

Unhappy with the outcome Miss R referred her complaint to this service. One of our investigators looked into the case and said that Santander had declined the claim fairly and the compensation was reasonable. Miss R didn't accept the investigator's opinion and so the case has 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.

Having done so, I've reached the same outcome as the investigator for broadly the same reasons.

I think it would be helpful for me to be clear here that I am only considering the actions of Santander in this case and not the merchants' practices. B isn't a regulated firm and doesn't fall within this services jurisdiction, so I can't make a finding on their actions.

Chargeback

Chargeback isn't a legal right and isn't guaranteed to get a customer a refund. That said it's good practice for a bank to attempt a chargeback where the circumstances are appropriate and there is a reasonable prospect of success.

Strict rules apply to chargebacks, and these are set out by the card scheme operator (Mastercard) rather than the bank. These rules include timeframes for chargebacks to be raised, and the criteria for a successful claim. It's important to note that neither Santander nor this service can change the chargeback rules.

Santander declined Miss R's claim, and I understand Miss R believes her claim failed because Santander raised it under the wrong chargeback reason. It appears there may have been some confusion around this, but I haven't seen any evidence that the chargeback failed for this reason. It appears that Santander considered the chargeback under the reason 'Goods or Service Not as Described or Defective'. I think this is the correct chargeback reason code, so I've gone on to consider the criteria for a claim to be successful under this rule and whether Santander acted fairly in declining the claim.

The relevant criteria under the 'Goods or Service Not as Described or Defective' rule are that:

A chargeback can be raised when the following conditions are met, and documentation has been provided to evidence this:

1. The cardholder (Miss R) contacted the issuer (Santander) claiming all of the following conditions are met:
 - The cardholder made the transaction.

- The cardholder contacted the merchant, or attempted to contact the merchant, to resolve the dispute.
 - The merchant refused to adjust the price, repair, or replace the goods or other things of value, or issue a refund.
 - The cardholder informed the merchant the goods were available for pickup or return.
2. The cardholder claimed one or more of the following conditions occurred:
- When delivered from the merchant, the goods arrived broken.
 - The merchant did not honour the terms and conditions of the contract with the cardholder including, but not limited to, 100 percent money back guarantee, written promises, guaranteed delivery commitments, or return policy

I can see Miss R contacted B and B offered a replacement cistern and bath and proposed a repair for the shower mixer. It reduced the price of the panels, but the lettering on the tap and the toilet seat remained in dispute.

Looking at the evidence, it appears that B did offer resolutions that were acceptable under the chargeback rules for some of the items Miss R said were faulty. I appreciate that Miss R says she didn't accept the third cistern for cost reasons and because she didn't think it would be any different to the previous two. Miss R says she sent videos of the issues to Santander, but Santander have said they didn't receive these. Miss R hasn't been able to send the videos to this service either, but for completeness, I've considered her description of the videos. Having done so, I can't see that these would have demonstrated to Santander, that the third cistern or the fix for the shower mixer, were unsuitable or faulty. B has also given a price reduction for the panels and provided evidence that it raised an order for a replacement bath. Which means for these items B hasn't refused a price adjustment, repair, or replacement item.

I appreciate that the issues with the lettering for the cold tap and toilet seat remain unresolved. However, I haven't seen any evidence that the value of these totals £619. I also haven't seen any evidence that they were made available for return or pick-up by B.

I can't see that any of the items were returned to B from the evidence available. Santander gave Miss R an opportunity to provide further evidence in relation to the faults, and to demonstrate that she either returned items, or made them available for collection by B. But I can't see Miss R was able to provide this.

All the chargeback criteria set out above, must be met for a claim to be successful. In this case I don't think it was sufficiently demonstrated that Miss R had returned items to B or let B know the items were available for pick up or return. I can see that on the 12 July 2024 Miss R let B know she wanted to return the items, but I don't think this is quite the same as her letting B know the items (and any replacements) were still faulty and had been made available for pick up or return.

In addition, it's not clear enough to me from the evidence available that, the last cistern sent to Miss R, the offer of a replacement bath, or the repair suggested for the shower mixer, were insufficient in some way. So, I can't say that Santander should have concluded that B failed to repair or replace those items.

Given all of this, I'm not persuaded the claim met all the necessary criteria under the relevant chargeback rule to be successful. I appreciate this will be disappointing for Miss R but on the evidence available, I don't think Santander acted unfairly in declining the claim.

I think there were some service issues here and I think Santander should have responded to Miss R's communication following the merchant's response. I think it's clear she had attempted to respond in time, so I think it would have been good service for it to set out why this didn't change things or why it wouldn't be considering the further evidence. I think this, and the confusion over what steps needed to be taken when Miss R contacted Santander in January 2025, did cause her some inconvenience. But, on balance, I think the £100 compensation offered by Santander is fair in the circumstances.

My final decision

My final decision is that I think the offer of £100 made by Santander UK Plc is fair and I won't be asking it to do anything further in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 5 December 2025.

Charlotte Roberts
Ombudsman