

The complaint

Miss S has complained about how Santander UK Plc (Santander) handled her request for a refund.

What happened

In late 2023, Miss S made over 100 payments to a course provider for several courses. The payments were made using her Santander debit card, totalling under £3,000.

In August and September 2024, Miss S contacted Santander and asked it to assist her in getting a refund for the transactions. She explained that she had attended the courses but had not received any certificates. Santander sent Miss S several disclaimer forms and asked her to complete and return them. Miss S explained that she changed her mind about the disputes and so did not return the forms to Santander.

Miss S got in touch with Santander again around April 2025 and asked it to assist her in getting the refunds. Santander told Miss S that it was unable to assist her with any chargebacks as it was too late to do so, as per the chargeback scheme rules. Unhappy with this, Miss S raised a complaint.

In April 2025 Santander provided a response. It said a mistake had not been made, noting it did not receive the disclaimers from Miss S and it was now out of time to raise the disputes. Unhappy with this response, Miss S referred her complaint to this service for an independent opinion.

One of our Investigators looked into the complaint. He said that when Miss S first contacted Santander about the disputes, it sent her dispute letters and requested further information, but as Miss S didn't respond, Santander were unable to pursue the chargebacks. He said that when Miss S made further contact in April 2025, it was too late for the chargebacks to be raised, as there was a 120 day time limit.

Miss S didn't agree, as she said she felt she was due a refund. As such, the complaint 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.

I'm aware I've summarised the events of the complaint to some degree. 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 Miss S and Santander that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I want to make it clear that I'm not considering the actions of the training course provider, as that doesn't fall within this service's remit. Instead, my role is to consider the actions of Santander only. Whilst there may have been issues, it doesn't necessarily mean that Santander treated Miss S unfairly, as something going wrong with a merchant won't always lead to a successful chargeback claim.

As Miss S made the payments in dispute via debit card, the only way Santander could potentially assist her in getting the refunds was through the chargeback scheme. I need to determine whether Santander treated Miss S fairly in how it dealt with the chargeback requests, based on the information that was presented to it at the time of the disputes.

There are set rules and criteria under which Santander would need to follow as part of the chargeback process. These rules are set by the card scheme and cannot be altered or amended by Santander under any circumstances. Part of these rules set out the situations in which a chargeback can be raised in the form of reason codes, along with specific criteria and time scales for each code.

A chargeback isn't an automatic right for consumers and in Miss S's circumstances Santander had discretion to decide whether to attempt them or not. However, in treating Miss S fairly I'd expect it to attempt them if the scheme rules provided a specific option for the disputes and they had a reasonable prospect of success.

Santander has provided notes that show Miss S first got in touch with it around August 2024 and the notes show she asked to dispute the payments because she had not received any certificates, having attended the courses. To take the disputes further, Santander would have required more information from Miss S and Santander has shown that it requested this from Miss S, across several letters in September 2024. These letters provided Miss S with a deadline to respond within. As such, I think Santander treated Miss S fairly, by requesting the information it needed to determine if it was able to raise the requested chargebacks or not. As Miss S did not provide a response, I'm not persuaded that Santander treated Miss S unfairly by not attempting the chargebacks.

Miss S next got in touch with Santander around seven months later and Santander said it was unable to raise the chargebacks at this time. I've thought about whether Santander could have done more at this stage. It's not entirely clear whether the disputes would have met the necessary criteria under the chargeback rules, but had they done so, the dispute rules state that a chargeback can only be raised '*Within 120-calendar days from when the services ceased...*' or within 120 days of the last expected date of the services.

In September 2024, Miss S explained to Santander that she had attended the courses and so I can understand why it thought it would be unable to raise the requested chargebacks. Based on the scheme rules, the chargebacks could potentially be raised within 120 days of the course ending. As Miss S indicated to Santander in September 2024 that she had completed the courses, any chargebacks for the 2023 transactions would need to have been raised before the end of 2024. So, whilst it might have been possible for Santander to attempt the chargebacks in September 2024, it was unable to do so because Miss S did not provide the necessary information and by the time she got in touch with Santander again in 2025, it was too late. It follows, that I'm not persuaded that Santander treated Miss S unfairly by not attempting the chargebacks, as it was simply unable to do so, as per the scheme rules.

Overall, I'm not persuaded that Santander treated Miss S unfairly, as it tried to assist her when she first got in touch and when she got in touch again it was too late for Santander to raise the chargebacks. As such, I will not be asking Santander to do anything more or issue any refunds.

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 Miss S to accept or reject my decision before 19 May 2026.

Daniella Roberts
Ombudsman