

## **The complaint**

Mr W complains that Santander UK Plc won't provide a partial refund of a payment he made to a plumber. He's also unhappy with the service he received.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here. In December 2022 Mr W contacted a plumber for help with a problem in his bathroom. I've summarised Mr W's account of what happened below:

He paid the plumber £108 to come to his house on 8 December 2022. The plumber said that four hours work was required to remedy the problem and Mr W paid a further £258 as a deposit with a final payment (again of £258) to be due upon completion of the four hours work. Mr W says the plumber attended on 12 December 2022 but the work took five hours and this included two trips to obtain parts which he believes the plumber should have had from the start.

Mr W complained to the plumber's manager who offered a 30 minute reduction from a future job. Mr W remained unhappy with this and ultimately, the plumber debited £346.34 instead of the £258 that Mr W expected.

Mr W says as he paid using his debit card, he should be protected and expects Santander to refund the difference of around £88. Mr W says he contacted Santander using the free phone number on the reverse of his debit card, but he was directed to call again on a number that incurred a cost.

When he spoke to Santander he says he was told that although the payment had been authorised, it hadn't yet debited his account and so a dispute couldn't be raised at that time. He says he was also advised he could avoid incurring call costs by calling from a branch.

When Mr W did attend a branch, having checked that the payment had debited his account, he says there was no phone available for him to use. He also says he had to queue for a long time and that the staff couldn't help him resolve his issue, again directing him to call.

Ultimately the matter was referred to our service and we let Santander know about Mr W's complaint. Santander responded and said they were sorry if Mr W had had a bad experience. But they said their call handler was correct to say that a dispute can't be raised until a payment has debited. And if Mr W were to contact them to provide the details they require, they would be happy to look further into this for him.

One of our Investigators didn't recommend that the complaint should be upheld. In a broad summary he didn't think Santander had treated Mr W unfairly. Mr W strongly disagrees and has asked for an Ombudsman to review his complaint.

## **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 Mr W is unhappy with Santander for a variety of reasons. But this decision is solely about his complaint about the payment to the plumber in December 2022. I appreciate Mr W is also unhappy with our service and the fact that his complaints aren't all being looked at together. But that isn't something I will comment on here, we have a separate process for complaints about our service which I believe Mr W is aware of and has engaged with.

Mr W doesn't seem to disagree that he authorised a payment to the plumber. The issue appears to be the amount that was taken, and the quality of the work done. I don't think Santander acted unreasonably when treating this as an authorised payment, which means I wouldn't expect them to provide a refund or partial refund because of that. And I'm not persuaded that Mr W was the victim of a scam where the intention was to defraud him from the start. I agree that this seems to be a dispute between Mr W and the plumber. So, the only way in which Santander would be able to potentially assist in these circumstances is through the chargeback scheme.

The chargeback scheme doesn't guarantee a refund, but it is a process that can provide resolution in certain circumstances. Santander don't have to raise a chargeback, but I'd generally consider it good practice that they do where there is a reasonable chance of it succeeding. Santander said that if Mr W contacts them, they would look into this further, but they will need certain documents as evidence. And I think that's fair. I don't think it's unreasonable for Santander to ask Mr W for documentary evidence that might be required to support his chargeback claim. And whilst I have sympathy with Mr W stating that Santander are asking him for documents he doesn't have, this doesn't mean they are acting unfairly. As I've mentioned, the documentary requirements are part of the chargeback scheme and without them, there is little prospect of a claim succeeding.

I can't comment on how Mr W has been treated by the plumber as I have no jurisdiction to do so. But it is reasonable for Santander to ask for evidence before deciding whether or not to make a chargeback claim on Mr W's behalf. I also don't think Santander were wrong not to start this process before the payment had debited the account. Pending or authorised payments sometimes don't end up posting to an account. And until they do so, there isn't anything to dispute.

I also don't think that Santander provided poor service to the extent that a compensation award is appropriate. It is a commercial decision for Santander as to whether to provide a free phone number. And they also can't control how busy a particular branch is at any given time. It's unfortunate the branch Mr W attended didn't have a phone he could use and that he felt he had to wait a long time to see staff who ultimately couldn't help him. But I'm not persuaded this is something Santander need to pay compensation for.

## **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 November 2023.

Richard Annandale  
**Ombudsman**