

The complaint

Mr A complains that Santander UK PLC failed to process a chargeback dispute for him.

What happened

In July 2022 Mr A booked airline tickets through a travel agent, paying using his Santander debit card. Due to being held on the motorway for several hours, Mr A was unable to get to his flight. He complained to the travel agent and he received a refund of his flight costs, but it was £98 short. So Mr A contacted Santander to raise a chargeback dispute in respect of the £98 balance. Santander sent Mr A disclaimer form to complete, which set out what evidence it needed. Mr A signed the disclaimer form, but didn't provide the required evidence. Over the next few months, correspondence went back and forth between Mr A and Santander, but he still failed to provide the evidence it required. This culminated in a final response letter sent by Santander on 14 December 2022 reiterating what information it still required.

Mr A still did not provide the necessary information but complained about the delay in dealing with the dispute. Finally on 7 March 2023 Santander sent a further final response letter this time advising that he was now out of time for raising the dispute. It said that it had not made any errors in dealing with the matter.

On referral to the Financial Ombudsman Service, our Investigator said that the information requests that Santander made were reasonable. And as Mr A had failed to respond to those requests sufficiently, it was reasonable for it not to raise the dispute and then to advise Mr A that he was out of time.

Mr A did not agree, and the matter has been passed to me for further consideration.

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 should emphasise that I'm considering in this decision Mr A's complaint about Santander not pursuing his chargeback dispute for him. I understand that he raised other issues which were responded to earlier on in the dispute but that he has accepted that these are out of time for us to deal with.

In respect of the chargeback dispute Mr A wanted to raise, the following exchanges took place in the course of Santander dealing with the matter. I've listed those relevant to the actual dispute:

July 2022 Santander sent a dispute form to Mr A to complete and return. The form set out a list of the evidence he needed to provide to support his claim.

5 August 2022 Santander received the signed dispute form from Mr A. However Mr A didn't complete the rest of the form and he didn't provide any evidence or set out the reasons for his claim.

11 August 2022 Santander wrote to Mr A asking him to send the booking confirmation, cancellation date and evidence that an attempt was made to resolve the issue with the merchant (in this case, the travel agent).

30 August 2022 Santander received a further dispute form from Mr A with the flight booking confirmation details.

September 2022, a letter was sent to Mr A requesting clear reasons for the claim, confirmation as to who cancelled the booking with evidence, and a copy of the terms and conditions.

October 2022 Santander sent a final response letter in response to Mr A's complaint about how long the dispute was taking to resolve. It said it was waiting on evidence from Mr A, which it had previously requested. It listed the information required and said it would resend the form to him. It pointed out that it only had 120 days from the date of the transaction to pursue the matter. It further said that when it had spoken to Mr A, he felt it was Santander's responsibility to obtain all required documentation on his behalf. It explained this was not a service it offered.

1 November 2022 Santander reiterated what information and evidence it required.

16 November 2022 Mr A provided a copy of the booking confirmation and an e-mail from the travel agent explaining it had contacted the airline and was waiting for it to respond.

23 November 2022 Santander wrote to Mr A confirming it still needed the information which it had previously requested.

December 2022, in response to Mr A complaining about the delay Santander sent a further final response letter emphasising that it needed to have all the information from him in writing before it could pursue the claim.

It would appear that Mr A still didn't provide that information as on 7 March 2023 Santander wrote to Mr A to advise that the dispute was now out of time for raising.

I understand that Mr A contends that he didn't receive some of these letters. However I am satisfied that he was fully aware of what Santander required from him. He did indicate that he expected Santander to provide all that information but the dispute procedure requires the claimant to provide information particularly setting out the reasons for their claim. And this has to be supplied in writing as it has to be passed on to the merchant.

As our Investigator advised, there are strict time limits for pursuing chargeback disputes and Mr A was warned about these. I think it was reasonable for Santander to request the information from Mr A before raising it with the merchant. As Mr A failed to supply it, I think it was reasonable for Santander to close the dispute and then to advise Mr A that he was out of time.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 January 2024.

Ray Lawley

Ombudsman