

## **The complaint**

Ms B complains about a chargeback claim she made through Santander UK Plc, who I'll call Santander.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## **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 know it will disappoint Ms B, but I don't currently agree with the investigator's view of this complaint and I'm expecting to uphold it.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When something goes wrong and the payment was made with a debit card, as was the case here, it might be possible to make a chargeback claim. The chargeback scheme isn't administered by Santander, it's the scheme administrators that set the rules. Santander didn't have to submit a chargeback claim but I'd think it good practice for them to do so where the right exists and there is a prospect of success.

When Ms B raised her chargeback claim in October 2022 she complained that the wedding dress was the wrong size. The merchant defended that claim and explained that dresses were ordered to standard sizes and then adjusted by their seamstress. They provided a copy of their terms and conditions in which that was explained. As Ms B's daughter hadn't been to see the seamstress to have the dress adjusted I don't think Santander were wrong not to pursue the chargeback to arbitration when it was rejected by the scheme administrators. There would seem little chance of success given the merchant's defence.

Ms B subsequently challenged the decision and raised new issues about the dress potentially being a fake, and about it not being the same as the one her daughter had tried on when the order was made. I don't think it's likely that Santander would have been able to raise a successful new chargeback claim as chargeback schemes don't usually allow a further claim. The first claim was issued on the basis the goods were not as described or defective, and that would still appear to be the basis of a further claim if one was made.

But, even if Santander had issued a further claim or if they had taken the first to arbitration and expanded it to cover the quality of the dress, I don't think the claim would have been successful. The photographs Ms B had attached to support her claim would, in my opinion, not have been sufficient to justify it.

It's for those reasons that I don't think Santander have been unreasonable.

### **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 5 December 2023.

Phillip McMahon  
**Ombudsman**