

# **Chargebacks and disputed transactions**

When you make a purchase on your card, sometimes things can go wrong. If you pay with your Santander debit or credit card and your goods are faulty or damaged when you receive them, or the amount you've been charged is wrong, you could be eligible for a refund. Your rights can vary depending on whether you paid using a debit or credit card, so please see the table below for information on your rights and how to make a claim.

## Debit card and credit card

## Chargebacks

## What is a chargeback?

A chargeback is a process that Santander can use to recover money on your behalf from a seller or merchant for goods/services purchased on your debit card or credit card.

Examples of circumstances that mean you may be able to make a claim:

- Goods have been ordered but not received
- Goods received are different to what was ordered or are faulty/damaged
- Amount charged on statement is different to amount quoted or you have a duplicate charge
- Subscription has been cancelled but the company have taken another payment
- Received counterfeit goods or a letter from customs and excise
- Ordered samples or free trials from a company and now they have charged you

## When can I make a claim?

- A chargeback must be raised within 120 days of the transaction or the date the goods/service were expected, or from the date that you became aware that you would not receive the goods/service (as long as it is not more than 540 days from the transaction date)
  - If related to a delivery and there was no delivery date, please wait for 15 days from the order date

## What information do I need to provide?

To support your claim the type of evidence you need to provide depends on your specific claim but it usually includes:

- Detailed description of the goods or service you have purchased/ordered
- Proof of purchase
- Proof of return of goods
- Merchant name
- Transaction date
- Amount charged/evidence to support correct amount
- Terms and conditions of the purchase
- Evidence that the goods or services were faulty or differ from how they were described
- Details of attempt to resolve with merchant

**Remember** – you should try and contact the merchant/seller in the first instance to try and resolve. If related to goods received that are faulty or different to what was ordered, you must have returned or attempted to return the goods, and allow the company 15 days to provide either a refund or replacement items. If you can't provide us with sufficient evidence, we may be unable to proceed with your claim.

## **Credit card only**

## Section 75

## What is section 75?

Section 75 of the Consumer Credit Act 1974 gives you protection in the event you suffer from a breach of contract or misrepresentation when buying goods/services.

It provides protection for goods or services that weren't received at all, were faulty, or were otherwise not as described. It also provides protection for purchases made from companies that then go bust before the service can be provided - such as a flight or concert.

In these circumstances, the law holds the credit card company jointly liable with the retailer, meaning you can claim a refund from us.

#### When can I make a claim?

You'll be able to make a claim under Section 75 of the Consumer Credit Act 1974 as long as:

- The goods were purchased using your Santander credit card (debit cards do not give section 75 protection)
- The primary cardholder purchased the goods/services or benefitted from the purchase if made by an additional cardholder.
- The individual goods or services cost more than £100 and less than or equal to £30,000
- You paid the supplier of the goods or services directly using your credit card (Note – if you paid a third party such as a travel agent, PayPal or Amazon Marketplace then you may not have section 75 protection)
- The purchase was made within the last 6 years

## How to make a claim:

To make a claim, call us on 0800 9 123 123. Lines are open 7am to 9pm Monday to Saturday and 8am to 9pm Sunday.

If for any reason you're not happy with our decision you may be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service acts as an independent and impartial organisation which helps settle disputes between consumers and financial services businesses. You can find out more information at www.financial-ombudsman.org.uk

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Important information	
Some disputes can take time to resolve. There are conditions that have to be met and the process has various steps, so please respond to us within the timeframes given in our letters to ensure we can work on your claim, otherwise it could be unsuccessful.	
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