

## **The complaint**

Mr A complains that Santander UK plc won't refund to him the money that he paid for some flights.

## **What happened**

Mr A used his Santander credit card in February 2024 to pay £556.70 for some flights that he'd booked for the following month. He says that when he arrived at the airport for the first flight the airline refused to take his luggage and he missed the flights. I understand that he then paid an additional US\$677.90 for flights the following day.

He claimed a refund of the £556.70 that he'd paid for the flights that he hadn't taken from Santander and it made a chargeback request to the airline. The airline didn't accept the chargeback because it said that Mr A had fully used the services under the terms and conditions originally purchased. Santander told Mr A in April 2024 that his claim hadn't been successful because the airline had provided evidence that the service was provided or was available to use which meant that he didn't have a valid claim. Mr A complained to Santander about its response to his claim but it said that the merchant had been able to provide it with evidence that the service was provided and the flight was operating so his claim had been correctly declined.

Mr A wasn't satisfied with its response so complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She didn't think that Santander had made a mistake or acted unfairly when reviewing the claim based on the evidence presented because the service was available and the airline's terms and conditions confirm that if a passenger doesn't check-in on time they will lose the right to board the flight. She also considered the evidence available to see whether a claim under section 75 of the Consumer Credit Act 1974 would likely have succeeded but she didn't think that Mr A had been able to demonstrate that the merchant breached the contract and she'd found no evidence of a breach or misrepresentation which Santander should be held liable for.

Mr A didn't accept the investigator's recommendation and asked for his complaint to be escalated to an ombudsman for a final decision. He has provided detailed responses to the investigator's recommendation and he says, in conclusion, that: the airline failed to provide the services that he paid for by refusing him check-in despite his timely arrival in accordance with the contract and performance of carriage; Santander didn't properly review the evidence, leading to an incorrect assessment, and then ignored his further communication; and the investigator's recommendation was based on incorrect information regarding check-in requirements and missed important evidence that he provided.

## **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.

If a consumer disputes a card payment, the card issuer may be able to make a chargeback claim to the merchant under the relevant card scheme to try to settle the dispute and the consumer may be able to make a claim under section 75. When Mr A made a claim to Santander, I can see that it made a chargeback request to the airline.

There's no right for a consumer to require that a chargeback claim be made and the applicable scheme rules set out the disputes that can be considered and the time limits for making a claim. If the right to make a chargeback claim exists under the applicable scheme rules, and if there's a reasonable prospect of success, I consider it to be good practice for a chargeback claim to be made.

The airline didn't accept the chargeback because it said that Mr A had fully used the services under the terms and conditions originally purchased and it provided evidence in support of its position. I've carefully looked at that evidence and it's my understanding that Mr A exchanged the non-refundable ticket for the flights for which he'd paid £556.70 for flights the following day for which there was an additional charge of US\$477.90 and that he also paid a \$200 penalty for exchanging the flights. Even if I'm wrong about that, it's clear that the airline had defended the chargeback request.

I consider that Santander acted fairly and reasonably by making the chargeback request to the airline and, when the airline had defended the chargeback, I don't consider that it acted incorrectly when it decided not to pursue the chargeback any further. I've carefully considered the detailed description of events that Mr A has provided and I can understand the frustration that he feels, but I'm not persuaded that there's enough evidence to show that Santander has acted incorrectly in its dealings with him about the chargeback.

I can't see that Santander considered Mr A's claim for a refund under section 75. In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr A's complaint about Santander under section 75, I would need to be satisfied that there had been a breach of contract or misrepresentation by the airline and that Santander's response to Mr A wasn't fair or reasonable (but I'm not determining the outcome of any section 75 claim as only a court would be able to do that).

Much of the description of events that Mr A has provided concerns the check-in time for his flight and the opening time of the check-in desk. Having carefully considered all that he's said, I'm not persuaded that there's enough evidence to show that there's been a breach of contract or misrepresentation by the airline for which Santander would be liable under section 75. In his initial claim to Santander, Mr A said that he believed that he was discriminated against and scammed to pay more but I'm not persuaded that there's enough evidence to show that he was discriminated against or scammed to pay more.

Mr A clearly feels very strongly about his complaint and he's provided detailed responses to the investigator's recommendation so I appreciate that my decision is going to be disappointing for him. I find that it wouldn't be fair or reasonable in these circumstances for me to require Santander to refund to Mr A any of the money that he paid for the flights, to pay him any compensation or to take any other action in response to his complaint.

### **My final decision**

My decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 7 April 2025.

Jarrold Hastings  
**Ombudsman**