

The complaint

Mr T complains that Santander UK Plc hasn't honoured its commitment under the Santander Boosts service and wishes them to do so.

What happened

Mr T holds a current account with Santander and has used its Boosts service. In May 2024 Mr T wished to buy a new laptop and used the Boosts service to do so. The price Mr T paid was £1574.10 split between his Santander account and a card with another financial company. Mr T had a series of digital chats with Santander about when the cashback relating to the laptop purchase would be credited to him. The last interactions I've seen are from the beginning of September 2024.

Mr T raised a complaint with Santander because the cashback he'd expected to be paid wasn't.

Santander's final answer didn't uphold Mr T's complaint. It said, in summary, that the offer was a discounted price not a cashback and so there was no cashback due. Mr T didn't accept this and brought his complaint to this service where one of our investigators considered it.

Our investigator also didn't uphold Mr T's complaint. They said Santander had given evidence that the offer for the laptop was a discount not a cashback and that this offer was activated by clicking on a link to the retailer's website. They said they'd looked at prices for the laptop around the time of purchase and were satisfied a discount had been applied. Mr T was unhappy with the investigator's opinion and asked for his complaint to be reviewed again by an ombudsman. So, it's been passed to me for a decision.

Since Mr T's case has been awaiting allocation to an ombudsman, Mr T has told us that the laptop has been returned to the retailer because of a fault and that he's received a full refund. But Mr T still wishes a final decision to be issued on 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.

Although I realise this will come as a disappointment to Mr T, I don't intend to uphold his complaint. I hope the following will explain how I've reached my decision.

In our role as an alternative dispute resolution service, we are mandated to resolve complaints quickly and with the minimum of formality. We look at the crux of the complaint and, if the financial business is found to be at fault, tell them what they should do to put things right. That approach means that sometimes not all points raised by either the consumer or business are individually responded to – there's no discourtesy intended by that, it's purely a reflection of how this service operates.

In the circumstances of Mr T's complaint, there are two issues which seemingly need to be addressed. The first is whether a discount was applied to the price of the laptop Mr T bought and secondly whether a cashback should've been given.

Was a discount applied?

To satisfy myself on this point, I've looked at the terms and conditions of the Boost service and also the mechanism for how any discount is applied.

The Boost terms and conditions say under terms 4.1 and 4.2

- 4.1 The Offers made available to you are based on Offers you have previously activated and redeemed, the way you use the service as well as information about your interests, which you may have provided to us when you registered for the Santander Boosts service.
- 4.2 Each Offer will be subject to the Offer Terms set by the Participating Retailer or Participating Promoter. These Offer Terms will include, but will not be limited to, offer type, conditions under which the Offer can be redeemed, the amount of Cashback that may be earned (if any), the expiry date and any applicable retail outlets/websites. We may correct the Offer Terms at any time.

I can see from information supplied by Santander that the laptop purchase offer was activated on 3 May 2024. The offer from the laptop retailer was a discount of up to 25%.

In terms of the mechanics of the offer, on activation, a link is sent to access the retailer's website and a cookie is installed on the purchaser's computer so that when the transaction is finalised, the offer is applied. Mr T has pointed out that if he uses two different browsers, the offer is only installed on the browser and not the computer so if a second browser is used, the offer wouldn't apply. I've considered this point. But I don't think it unreasonable for Santander to expect a consumer to continue using the same browser if they're wishing to make a purchase. Also, Mr T has said that the price he paid isn't dissimilar to prices that would've been available to any other customer. That may be the case. The boost offer says it will give a discount. It doesn't guarantee that the price will be lower than anywhere else and so I see it that Mr T had the option to see what price was on offer through Boost and then could've looked at alternative sellers to see if the price could be bettered. He was not locked into having to purchase through Boost.

Overall, I've seen sufficient evidence to persuade me that Mr T activated the offer and that the discount was applied in line with the mechanics of the offer.

Was a cashback due?

Not all transactions or offers give cashback. Referring back to 4.2 above, the relevant section says

"These Offer Terms will include, but will not be limited to, offer type, conditions under which the Offer can be redeemed, the amount of Cashback that may be earned (**if any**),....." *my emphasis added.*

I've looked at the offer Mr T applied for and it's clear this was a discount. There's no indication on any of the publicity that a cashback applied. So, although Mr T believes that a discount wasn't applied and so a cashback should be given, I'm not persuaded that is the case. In any event, the decision as to whether the purchase was a qualifying purchase and whether a cashback is due is the participating retailer, not Santander (term 5.3)

“We are not liable to pay any Cashback to you in the event that the Participating Retailer does not accept your transaction as being a Qualifying Transaction for any reason. The Participating Retailer’s decision as to whether your transaction is a Qualifying Transaction will be final.”

For the reasons I’ve given above, I’m not persuaded that Santander UK Plc has treated Mr T unfairly or unreasonably and so I’m not minded to uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T to accept or reject my decision before 15 April 2025.

Stephen Farmer
Ombudsman