

## **The complaint**

Miss M is unhappy about how Santander UK Plc (“Santander”) dealt with her claim for a refund of money she paid for a healing course.

## **What happened**

In June 2024, Miss M enrolled on a healing course with a company I’ll call ‘L’. She paid L \$2,500, which was converted to £1,968.97, using her Santander credit card, having chosen to pay L in full to take advantage of a \$1,000 discount.

Miss M participated in the program offered by L until October 2024, when she had her log-in access details removed by L. Miss M says she was thrown out of the course because she had given her honest opinions in group sessions run by the program leader, and because she had declined an offer from one of L’s members to coach her.

Miss M complained to L, but they didn’t agree they had acted unreasonably. They said her behaviour was unpredictable and that’s why they had chosen to remove her from the program. L then offered Miss M a partial refund of \$1,000 as a gesture of goodwill but didn’t agree to refund her the full amount she’d paid. L cited their refund policy which they said set out that refunds would only be agreed if course participants quit the program within the first three weeks of enrolment. And Miss M had been on the program for longer than that.

Miss M asked Santander for help in claiming the money back, mentioning that she had signed up to a ‘Lifetime Membership’ package which was no longer being given to her. Santander considered a claim under Section 75 of the Consumer Credit Act 1974 (“s75”) but declined it. They said Miss M needed to provide them with an invoice and terms and conditions of the program so they could establish whether anything had been misrepresented to her. But, as Miss M couldn’t send this to them, Santander felt there were no grounds for a successful s75 claim.

Miss M wasn’t happy and complained to Santander, but they didn’t uphold her complaint. They felt their decision not to accept the s75 claim was reasonable. So, Miss M referred her complaint to our service.

One of our investigators looked into what had happened but didn’t recommend that Santander needed to do anything. He said, in summary, that he hadn’t seen enough persuasive evidence there had been a breach of contract or misrepresentation by L.

Miss M didn’t agree and asked for an ombudsman’s decision. So, her complaint has been passed to me to decide.

## **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.

Firstly, I’d like to acknowledge that I’ve summarised the events of the complaint to quite

some degree. I don't intend any discourtesy by this, and I am aware how the circumstances of this dispute have affected Miss M. I am though required to decide matters quickly and within minimum formality. I want to assure Miss M and Santander that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I also want to say I'm sorry to hear that Miss M was affected so greatly by the circumstances of this dispute.

What I need to consider is whether Santander – as a provider of financial services – acted fairly and reasonably in the way they handled Miss M's request for getting her money back. It's important to note that Santander isn't the supplier though.

In deciding what I think is fair and reasonable. I need to have regard to, amongst other things, any relevant law. In this case, the relevant law is s75 which says that, in certain circumstances, if Miss M paid for goods and/or services using her Santander credit card, and there was a breach of contract or misrepresentation by the supplier (in this case, L), Santander can be held responsible.

For a valid claim under s75, certain criteria must be met. I'm satisfied this criteria was met here.

Santander declined Miss M's s75 claim, and her subsequent complaint about that, because they weren't provided with a copy of an invoice showing what L had agreed to provide to her. And because they weren't given a copy of L's terms and conditions to assess whether anything had been misrepresented to her.

I agree with Santander that there should be some evidence to support a claimant's position. I'm not entirely convinced that Santander were right to say, or imply, that Miss M had no evidence though, as she had clearly articulated what had happened to her in detail, had shown she had paid L to enrol on the course and had provided Santander with a welcome e-mail from L showing what services they would be providing. I've also been able to look at L's terms and conditions quite easily on their website.

However, the crux of this dispute is L's decision to withdraw Miss M's access to the course because of what they deemed to be unacceptable behaviour from her. Ultimately, there's nothing that I've seen with L's terms and conditions that show they weren't entitled to withdraw someone's access to the course if they felt that someone's behaviour wasn't acceptable. I want to make it absolutely clear that I'm not saying that Miss M did act unacceptably. But the decision made by L was essentially one that they were entitled to make, as they were entitled to decide who should or shouldn't remain on the course based on their own judgment of someone's behaviour. And I don't think it was for Santander to judge whether Miss M did act unreasonably or whether L were unfair to remove her access to the course because of this. That doesn't really lend itself to a s75 claim and is arguably better suited to court.

I've also not seen any terms or conditions on L's website relating to 'Lifetime Membership'. So, I can't say there was a breach of contract by L deciding to remove Miss M from the course, because I've not seen that there were specific terms relating to 'Lifetime Membership' that were breached.

As I've mentioned above, Santander isn't the supplier here and so isn't responsible for everything that a supplier may say or do. Having carefully considered the matter, and for the reasons I've set out above, I don't find that Santander acted unfairly or unreasonably in how

they dealt with Miss M's s75 claim. That's because I haven't seen sufficient evidence that there was a breach of contract or any misrepresentation made to Miss M.

I would just add though that Santander doesn't appear to have considered whether a chargeback was a suitable avenue for Miss M to get her money back. I don't though think this would have changed anything, had they considered this. I say this because it's clear L had already defended their decision about their actions to Miss M, and they likely would have done the same had a chargeback been raised. And, bearing in mind what I've said above in relation to the s75 claim, I don't think Santander would have had grounds to take the matter any further.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 22 August 2025.

Daniel Picken  
**Ombudsman**