

The complaint

Mr L complains Santander UK Plc didn't do enough to help get refunds for transactions made on his debit card.

What happened

In October 2024, Mr L booked flights for himself and his family, paying with his Santander debit card. Mr L made a further purchase for additional baggage to take on the flight.

Mr L says he and his family weren't able to board the plane, so had to book other flights. Having tried to resolve the issue without success with the airline, Mr L contacted Santander for help in getting a refund.

Santander raised a chargeback in November 2024, which is a process of asking the airline for a refund, via rules set by the card scheme, Mastercard in the circumstances of this complaint.

While Mr L received a refund for the additional baggage, the airline defended the transaction for the flights, which is to say it didn't agree a refund was due. The airline said this was because the flight was available for Mr L and his family to use, and they'd been recorded as a 'no show'.

Considering the information, Santander didn't think it could challenge the transaction for the flights further, so closed Mr L's claim. Unhappy, Mr L complained about the amount of time his chargeback had been ongoing and that he hadn't received a refund for the flights.

Santander paid Mr L £50 for the time taken to receive a call back, however it didn't agree it made an error in how it handled the chargeback or the overall time this has taken. Unhappy with Santander's response, Mr L referred his concerns to our Service.

One of our Investigator's looked into what happened and thought Santander had been fair in its handling of the chargeback dispute, so didn't recommend Santander do anything further. They said it was reasonable for Santander to accept the airlines defence and there wasn't sufficient evidence to dispute this.

Mr L disagreed with our Investigator's opinion. As the matter wasn't resolved, the 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.

I've given consideration to the relevant rules and regulations applicable to this complaint and while I may not comment on everything (only what I consider is key) this is not meant as a discourtesy to either party, rather reflects the informal nature of our service.

I'm looking here at the actions of Santander and whether it acted fairly and reasonably in the way it handled Mr L's request for help in getting his money back. This will take into account the circumstances of the dispute and the card scheme rules, which Santander must follow and its own obligations.

Mr L paid using his debit card. This meant the only realistic option available to Santander to get his money back was to engage with a process known as chargeback.

The chargeback process provides a way for Santander to ask for a payment its customer made to be refunded. Where applicable, it raises a dispute with the merchant (the airline) and effectively asks for the payment to be returned to the customer. There are grounds or dispute conditions set by the relevant card scheme, and if these are not met, a chargeback is unlikely to succeed.

The process provides an opportunity for a merchant to defend the chargeback and its own evidence in support of that defence. If the merchant continues to defend the chargeback, Santander can either accept that defence, or it can ask the card scheme to decide who gets to keep the money, through a process usually referred to as arbitration. It's important to note that the chargeback process doesn't guarantee that a refund will be provided.

Santander raised the chargebacks in support of Mr L's request for a refund. The airline didn't defend the transaction for additional baggage, so this was refunded. However, the airline didn't agree it should provide a refund for the flights and Santander decided not to challenge the chargeback further having considered the airlines defence, so I've considered whether it was reasonable in making this decision.

The chargeback process is designed to be a simple route through which refunds can be requested, it isn't always suited to complex disputes, where investigation may be required.

Having received the airlines defence, Santander had been provided with two versions of events. Mr L's that he and his family hadn't been able to fly due to problems and delays caused by the airline. In opposition the airline defended the chargeback saying the flight had been available to Mr L and his family, they had been recorded as no shows and the flights were non-refundable in line with the booking terms and conditions.

Santander wasn't present at the airport on the day Mr L was due to fly, so isn't able to conclusively say what happened, rather must consider the evidence it has against the card scheme rules in deciding whether to pursue the chargeback further. As a result, based on the evidence available, Santander decided it couldn't continue the chargeback and I think was reasonable in making this decision, as, it didn't think it had enough to show that the airline owed a refund to Mr L.

I say this as there wasn't sufficient evidence to challenge the airlines defence and demonstrate that Mr L had been prevented from flying solely because of the airline's actions. I appreciate Mr L has provided his testimony, but the airline provided a different explanation. And I think Santander was reasonable in concluding it didn't have enough to challenge the transaction further.

I appreciate this answer will come as a disappointment to Mr L, as the transaction was for a significant amount, however in this complaint I'm limited to considering whether Santander fairly handled his request for help in getting a refund in line with the chargeback scheme rules and I think it did for the reasons explained above.

I note Mr L also raised concerns about the amount of time the chargeback had been going on for. I haven't however found Santander caused any avoidable delays, the process of a

chargeback inevitably means the involvement of a number of parties, and the card scheme sets time limits for each party to respond. Santander paid Mr L £50 to apologise for not returning a call when it said it would, which I think is fair in the circumstances.

In conclusion, while I appreciate this answer will come as a disappointment to Mr L, I won't be asking Santander to do anything further. For the reasons I've explained above, I think it was fair in its handling of his chargeback dispute and deciding not to challenge this further. Santander paid £50 for not returning a call when it should have, which I think is reasonable.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 18 September 2025.

Christopher Convery
Ombudsman