

## **The complaint**

Mr S complains about how Santander UK Plc handled a claim he made to it.

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

In May 2024 Mr S used his Santander credit card to pay £265 to a diagnostic company ('the supplier') for x-rays. His dentist required these in connection with dental treatment.

Mr S says after the x-rays were complete he found out that the supplier should have done more. He says certain angles were lacking. He says he tried contacting the supplier but it had moved address and no other address was available.

Mr S raised a dispute claim with Santander. Santander raised a chargeback but then discontinued it after this was defended by the supplier.

Mr S referred a complaint about the claim outcome to this service. Our investigator did not uphold it so Mr S has asked for an ombudsman to look at things for a final decision.

## **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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

I note that Mr S had a previous complaint looked into by this service about Santander's initial progression of the dispute when he first approached it, and before it raised a chargeback for him. For clarity my decision isn't about that as its been dealt with separately.

I am sorry to hear Mr S is unhappy with the service he paid for. However, it is important to note that my decision here is about the actions of Santander – and what it should fairly have done for Mr S in its position as a provider of financial services. In looking at how it handled the claim Mr S brought to it I consider the information reasonably available to it at the time, along with the relevant card protections available to Mr S. In this case as Mr S used a credit card to pay for the service the chargeback scheme and Section 75 of the Consumer Credit Act 1974 ('Section 75') are relevant here.

## **Chargeback**

Chargeback is a way Santander can dispute things for Mr S. However, its not guaranteed to recover money and is governed by the terms of the card scheme (in this case Mastercard).

From what I can see here Mr S contacted Santander to say the service was not complete. And he had not received all the scans. Santander appears to have raised a dispute under the chargeback scheme in respect of a service not being supplied. This wasn't an unreasonable action to carry out in the first instance.

However, I can see that the supplier defended the chargeback attempt and said it had provided the service to Mr S's dentist as agreed.

Santander then went back to Mr S about this and he said that although his dentist had received scans these were not sufficiently clear. However, Santander decided to discontinue the dispute.

I can understand it was frustrating for Mr S to have the dispute discontinued but I don't think Santander was acting unfairly here. Although Mr S had said the scans were not clear he hadn't provided any persuasive evidence to support this – such as a comment from his dentist. Furthermore, Mr S had not provided a lot of information about the scope of the service agreed – there seemed to be limited paperwork available. And his reason that he later gave for the chargeback (unclear scans) seemed a little inconsistent with the initial reason (service not complete).

Ultimately, even if I thought Santander should have pushed the chargeback further I can't fairly say it would likely have succeeded. It seems likely the supplier would have defended it further and then it would have had to go to arbitration by the card scheme. Because of the limited evidence supporting Mr S's claim I can't fairly say it's more likely than not to have been upheld in his favour.

## Section 75

Section 75 in certain circumstances allows Mr S to hold Santander liable for a 'like claim' for breach of contract or misrepresentation in respect of an agreement by a supplier of goods or services which is funded by the credit card.

From what I understand Santander didn't consider a Section 75 claim – but I think it's relevant so I have considered it when looking at its claims handling here.

There are certain requirements that need to be met in order for Section 75 to apply – which relate to things like the cash price of the goods or the parties to the contract. I don't have sufficient information from a contractual perspective to determine if Section 75 definitely applies here. But it seems likely that it does. I have gone on to consider Section 75 as if it does apply as it doesn't change the outcome here in any event.

I have gone on to consider if there is persuasive evidence of a breach of contract or misrepresentation which would reasonably have been available to Santander at the time it considered the claim. And if so, what Santander should fairly do now to put things right.

In determining whether a breach of contract had occurred here Santander should fairly have considered the express terms of the contract along with any relevant terms implied by law.

In respect of any express terms of the contract Mr S had provided limited information about what the contract actually said in respect of the particular x-rays he had agreed. So it was difficult for Santander to fairly conclude there was a breach in this respect. And although he appears to have told Santander that the supplier went out of business – there wasn't persuasive evidence of this (the fact it defended the chargeback indicated otherwise) – or that it hadn't provided the service in any event.

The implied terms most relevant here are those implied by the Consumer Rights Act 2015. These say goods must be of satisfactory quality and services must be performed with reasonable care and skill. The latter isn't defined in law but will usually be the level of care and skill expected in a particular industry.

I know Mr S has said the x-rays were not clear enough for his dentist to use. But Santander had limited information available to persuasively show the x-rays were not carried out with care and skill and/or are not of satisfactory quality. Such as a comment from Mr S's dentist. So I don't think it would have been acting unfairly in not accepting a breach of contract in this regard either.

Although Mr S's claim seems rooted in breach of contract, for completeness it was also difficult for Santander to conclude that there had been a misrepresentation by the supplier based on the limited information Mr S had provided it about the nature of the agreement for the services provided.

In summary, based on the limited information Mr S had provided I don't think that Santander was acting unfairly in not upholding a Section 75 claim.

In summary, I think the reason Santander has not acted unfairly in considering the claim is because Mr S provided limited information to show that the supplier had acted incorrectly. Such as contractual information, correspondence with the supplier, or other supporting evidence. Furthermore, and for completeness I don't think it would be fair to say Santander is at fault for that in the circumstances here – noting that it did provide reasonable requests for this type of supporting evidence when it looked into the claim. I also note that Mr S has said that a contact of his sent correspondence with the supplier to Santander on his behalf – but Santander has not been able to confirm it received this – so I can't say it fairly should have considered it when it looked at his claim.

I know this will likely disappoint Mr S as he maintains the service was not properly carried out. But I remind him that my role is informal and in respect of the actions of Santander only. He can consider more formal routes to take his dispute about the supplier – such as court. But that is a matter for him to seek relevant independent advice on if he wishes.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 February 2026.

Mark Lancod  
**Ombudsman**