

## **The complaint**

Mr M's complaint is about how Santander UK Plc (Santander) handled his chargeback claim.

## **What happened**

Mr M booked a flight through a travel agent I shall call 'F' in January 2025 paying £331.82 with his Santander debit card. The booking was subsequently cancelled by F but he didn't receive a refund.

Mr M says that as F didn't respond, he contacted Santander to raise a chargeback claim. Santander asked him to complete a chargeback form which was sent to him in the following month but they asked for further evidence to progress the claim. They sent several follow up letters asking for this information. When Santander didn't receive what they'd asked for, they closed the claim

Mr M disagreed. He said he'd sent the evidence Santander needed and didn't need to send anything further. He then complained to Santander in April 2025 about how his claim had been handled and he later said that he didn't think that his complaint had been addressed properly either.

Santander sent Mr M a final response letter dated 30 April 2025. In it, they explained they'd sent another copy of the form so he could send the further information again as required.

As Mr M remained dissatisfied, he referred the matter to this service in May 2025. Our investigator remained of the view that the required evidence hadn't been provided to allow Santander to progress the chargeback claim with a reasonable prospect of success.

But the investigator thought Santander should've handled the claim better. In particular, they closed the claim without speaking to him, and they hadn't raised his complaint in April 2025 when he'd asked them to. The investigator said £50.00 compensation for distress and inconvenience would be fair, and Santander agreed to this figure.

Mr M didn't agree this was fair in light of what'd happened. He remained of the view that Santander hadn't handled his chargeback claim appropriately. He therefore asked for an ombudsman to issue a final decision on the matter.

## **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 read and considered the evidence submitted by the parties but won't comment on it all – only the matters I consider to be central to this complaint. This isn't intended as a discourtesy but reflects my role in resolving disputes informally.

It's important to note that Santander aren't the provider of the services here – so in deciding what is fair and reasonable, I'm looking at their particular role as a provider of financial services. In doing so I note that because Mr M paid for this transaction using a Santander debit card, a chargeback claim could possibly help him. So in deciding what is fair and reasonable I've focused on this.

### **Chargeback**

Chargeback is the process by which settlement disputes are resolved between card issuers and merchants. A consumer isn't entitled to chargeback by right. But where there are grounds to raise one and it has reasonable grounds for success, it is good practice for one to be raised by the card issuer.

However, a chargeback isn't guaranteed to succeed and is governed by the limitations of the particular card scheme rules (in this case Mastercard). I've considered the relevant chargeback rules in deciding whether Santander acted fairly.

I understand Santander assessed this under the Mastercard reason code that applies when a customer says they didn't receive the goods or services. In simple terms, Santander's position is that Mr M hadn't given them enough information to raise that chargeback with a reasonable prospect of success.

I won't set out every step in detail between February 2025 when Santander were contacted about the claim and May 2025 when the claim was closed, as all parties are aware of what happened. In short, Mr M said he posted the required evidence several times. Santander says they kept writing to ask for more information because they still didn't think they'd received enough.

A summary of the key evidence is as follows:

- Mr M's initial claim form submission stated that he'd not been refunded for a cancelled flight. He provided a copy of the cancellation email from F regarding this.
- The cancellation email provided a booking number and a confirmation that the flight had been cancelled, But it didn't include any details of the original booking, such as flight details that would normally appear in the booking confirmation. Mr M also told Santander he'd contacted F about the cancelled booking and the missing refund – but Santander say they didn't receive any evidence of that correspondence.

In March 2025 Santander wrote to Mr M asking for more information – including the original booking confirmation or invoice, a description of what he'd paid for, and copies of his correspondence with F. I've seen further letters from May 2025 asking for the same information.

From what I've seen of the Mastercard rules for this type of dispute, Santander would've needed to show:

- evidence Mr M made the purchase;
- evidence he didn't receive what he paid for (in this case, the flight or a refund); and
- enough detail about what was purchased to understand the dispute.

So I'm satisfied Mr M sent Santander some information – including F's cancellation email. But he didn't provide documents showing the full original booking and the details of what he'd paid for, and he didn't provide evidence of his follow up correspondence with F.

I think Santander were reasonable in asking for that basic information. For this type of chargeback, they'd need evidence of the original booking and what this included. Mr M has said that Santander could already see the original transaction on his statements - but that alone wouldn't have been sufficient to raise the chargeback claim.

Mr M said he emailed Santander on 2 April 2025 with the information they'd asked for. He says he got an automatic reply saying the mailbox was no longer in use but giving alternative ways to get in touch. From what I've seen, Mr M didn't then use those alternative routes to provide the missing information.

In summary Mr M did give Santander some information – including F's cancellation email and his position that he hadn't had a refund. But under Mastercard rules, Santander still needed more before they could raise a claim with a reasonable prospect of success.

Because Santander say they still hadn't received the missing information, they closed the claim in May 2025. I do think there were shortcomings in how they handled things – for example they didn't raise Mr M's complaint in April 2025 when he asked them to. Santander have offered £50.00 compensation for that, and I think that's fair for the distress and inconvenience caused.

Looking specifically at the chargeback request, I think Santander's letters clearly explained what they still needed. My understanding is that this was also explained to Mr M during phone calls he made to them. So I don't think Santander acted unfairly in deciding they couldn't take the chargeback further based on what they'd actually received.

I've also taken into account what happened afterwards. Mr M told us he later spoke to F who initially said that the booking had been cancelled because the payment hadn't gone through. Santander then provided a transaction authorisation reference which has been shared with F who since accepted the payment was taken. Mr M feels that if Santander had raised a chargeback straight away, this issue would've been resolved much sooner.

I do understand Mr M's frustrations. But Santander have to follow Mastercard's rules when considering a chargeback. In this case Mr M hadn't provided enough evidence of the original booking for Santander to raise a chargeback claim with a reasonable prospect of success. So I don't think Santander need to do anything further about how they handled the chargeback itself, beyond paying the £50.00 compensation they've offered for the distress and inconvenience caused by the way they handled his complaint.

### **My final decision**

My final decision is I uphold this complaint. To put things right Santander UK Plc should:

- Pay Mr M £50.00 for the distress and inconvenience caused by the way they handled his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 November 2025.

Viral Patel  
**Ombudsman**