

The complaint

Mr P has complained about how Santander UK Plc (Santander) handled his claim for money back in relation to transactions made on his credit card.

What happened

In August and September 2023, Mr P purchased autographed items from an online marketplace, across four transactions, using his Santander credit card.

Mr P says that after receiving the items he made some enquiries and said he found that some of the items were counterfeit. He raised his concerns and was advised that he would receive a refund if he returned the items, but said he was unable to do so as a return address had not been provided, despite chasing this. In July 2024, he raised his concerns with Santander, asking for a full refund.

Santander requested further information from Mr P, before writing to him to let him know that the requested chargebacks could not be attempted because he had contacted Santander too late. It went onto consider a Section 75 claim, as set out in Section 75 of the Consumer Credit Act (CCA) 1974 (Section 75), and later declined the claim because it had not been provided with a copy of the invoice, receipt, contract and terms and conditions, which it said was required to prove he had a valid claim.

Unhappy with these responses, Mr P raised two separate complaints. Santander maintained its position and so Mr P referred his complaint to this service.

Two Investigators have looked at this complaint. One explained that we were unable to consider Mr P's complaint relating to the chargeback, as he referred this part of the complaint to us too late. Another Investigator considered the complaint relating to the Section 75 claim and felt that Santander had treated Mr P fairly. She said Mr P had not done enough to evidence he had a valid Section 75 claim and that she wasn't persuaded that Mr P had provided invoices to Santander.

Mr P provided further evidence to support his claim. Our investigator explained that she wouldn't be able to consider any new information that hadn't been provided to Santander whilst it considered the claim initially. But she sent all new information onto Santander to reconsider the claim. Santander re opened the claim to consider the new information.

Mr P disagreed with the opinions of each Investigator, as he felt his first complaint was referred in time and he said he provided all of the information Santander requested. As an agreement couldn't be reached the complaint has been passed to me to decide.

I have already issued a decision to explain why this service cannot consider Mr P's first complaint relating to how the chargeback was handled and so I will not be commenting on it further.

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.

My summary above and comments below will focus on what I consider to be the key points to this complaint. Whilst I've considered everything in detail, if I don't comment on a particular point, it's because I don't feel that I need to in order to reach a fair answer on this complaint. It's not meant as a discourtesy, but instead it reflects the informal nature of this service.

This decision will focus on how Santander handled Mr P's Section 75 claim, as per the complaint he made in late 2024. I will only be considering Santander's actions up until the final response because the events leading up to this were considered by Santander as part of this complaint. We did ask Santander if it would consent to us considering the new issues, however it has not agreed. I therefore will not be considering any of Santander's actions after the November 2024 final response letter, including any new information that was received after then and the reconsideration of the Section 75 claim this year.

Should Mr P be unhappy with any of Santander's responses to any complaints raised after the November 2024 final response, we may be able to consider a complaint if he refers it to us.

I want to make it clear that I'm not considering the actions of the seller or marketplace as that doesn't fall within this services remit, and instead my role is to consider the actions of Santander only. Whilst there may have been issues, it doesn't necessarily mean that Santander treated Mr P unfairly.

Section 75 provides that in certain circumstances the borrower under a credit agreement has an equal right to claim against the credit provider if there is a breach of contract or misrepresentation by the supplier of goods or services. In order to say that Santander treated Mr P unfairly by declining his claim, I'd need to be satisfied that the necessary criteria had been met and if so that Mr P had evidenced a breach of contract or misrepresentation.

For there to be a successful claim under Section 75 there are certain criteria that also need to be satisfied. One of these is that there needs to be a valid agreement between the debtor, the creditor and the supplier, as set out within the CCA. This is often called the debtor-creditor-supplier agreement, or D-C-S link. The price of the individual items purchased also needs to be more than £100 and no more than £30,000.

Santander declined Mr P's Section 75 claim, as it said he did not provide a copy of the invoice, receipt, contract and terms and conditions. Mr P told our Investigator that he did provide this evidence to Santander. On balance, I'm not persuaded that Santander received this evidence.

I say this because Santander has sent copies of the evidence Mr P provided to it and the invoice, receipt, contract and terms and conditions were not included. In its letter to Mr P, which I'm satisfied was correctly addressed, Santander made it clear what information was missing, that this was the reason his claim was declined and invited him to get in touch if he had further information. Had Mr P provided this information to Santander, I think it's more likely than not that he would have pointed that out in response, or when contacting this service. As he didn't, I'm not persuaded he provided this information to Santander. In addition, it doesn't seem that Mr P came into possession of this information until our Investigator asked for it and guided him on how to obtain it.

The information Santander said it didn't receive was key to Santander not only determining if Mr P's claim met the necessary Section 75 criteria, but it was also key to understanding what goods were purchased to determine if there had been a breach of contract or misrepresentation, so I'm satisfied that Santander needed this evidence. Whilst I acknowledge that Santander could have been clearer in what information was required from Mr P before it declined the Section 75 claim, I'm not persuaded that Mr P has lost out as a result. I say this because Santander let Mr P know what information had not been provided when it declined his claim, and said that if Mr P had any further information he should get in touch, indicating that it wasn't the end of the matter.

Mr P only provided limited evidence to support his claim, this included a letter setting out the reason for the dispute, screenshots showing the listing was no longer available, a note from the seller, messages regarding a refund request and correspondence relating to a potential refund for three of the disputed transactions, if the items were returned. Whilst this was in line with what Santander initially requested to consider his chargeback request, I'm not persuaded this was enough for Santander to accept his Section 75 claim, because it didn't show what was purchased, when and by who. I also haven't seen any evidence to suggest Mr P got in touch with Santander to provide further evidence after it declined his claim and made it clear what information was required, until after he referred his complaint to us.

As such Santander was unable to establish if the claim met the necessary criteria and if so that a breach of contract or misrepresentation had occurred for all goods purchased. As I'm not persuaded this key evidence was provided, I don't find that Santander treated Mr P unfairly by declining his claim. It follows that I will not be asking it to do anything more.

My final decision

For the reasons set out above, 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 P to accept or reject my decision before 2 January 2026.

Daniella Roberts
Ombudsman