

## **The complaint**

Mr T has complained about the way Santander UK Plc dealt with his request for money back.

## **What happened**

The circumstances of the complaint are well known to the parties so I won't go over everything again in detail. But, to summarise, Mr T purchased a dental treatment package from a supplier abroad in June 2025 for around £4,000 using his Santander credit card. The package included dental exams and treatment; crowns; fillings; night guard; medications; hotel accommodation; transfers; 1-year free online consultation; and teeth cleaning for his partner.

Mr T wasn't happy with the treatment. He was unable to resolve things with the supplier, so he decided to put in a claim with Santander. He said the supplier had used the wrong type of crown. He also said several filling replacements performed by the supplier weren't carried out properly because of infections trapped underneath, which required subsequent attention. He said the type of procedure carried out wasn't what was agreed, and the teeth were uncomfortable and too large for his mouth. Mr T said when he returned to the UK, he requested a refund and sought an independent review from a dentist. He said due to ongoing pain and discomfort he had to seek out corrective treatment abroad incurring substantial costs.

Overall Mr T said the treatment was misrepresented and there was a breach of contract because the procedure wasn't carried out with reasonable skill and care. He requested a full refund.

Santander sent a response to say it didn't think it needed to do anything because the supplier was willing to review the treatment after an adaption period and to adjust where feasible. It said the report Mr T provided didn't confirm any inherent faults with the work that was carried out. Mr T decided to refer his complaint to the Financial Ombudsman.

One of our investigators looked into things and didn't make any recommendations. Mr T didn't agree. In summary, he said he signed a contract to be supplied a certain type of crown, which wasn't provided so the original supplier didn't fulfil the contract. He said even though the supplier offered to assist him, it had no way of providing the type of crowns he'd contracted for. He said he also provided evidence of clinic failures from the supplier.

As things weren'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 want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide

matters quickly and with minimum formality. But I want to assure Mr T 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'm sorry to hear Mr T was unhappy with the treatment. I appreciate it cost a significant sum, and I thank him for taking the time to bring his complaint.

What I need to consider is whether Santander – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr T's request for getting money back. It's important to note Santander isn't the supplier. I've gone on to think about the specific card protections that are available. In situations like this, Santander can consider assessing a claim under section 75 of the Consumer Credit Act 1974 ("s.75") or raising a chargeback.

It's important to set out up front that even if the complaint was upheld, I'm unable to make an award for loss of amenity so if Mr T was looking to pursue this aspect of the complaint, he may wish to seek independent legal advice because I can't cover it in a decision.

S.75 is a statutory protection that enables Mr T to make a like claim against Santander for breach of contract or misrepresentation by a supplier paid by credit card in respect of an agreement it had with him for the provision of goods or services. But there are certain conditions that need to be met for s.75 to apply. The value of the transaction falls within the financial limits. And I think the necessary relationships exist between the parties.

#### *Implied terms*

I'll come back to the complaint about what was expressly agreed in the contract. But sometimes certain laws are also implied into contracts for goods and services, so I've thought about that first. It's a bit complicated in this case because the treatment was carried out abroad and Mr T paid for it there. Although I can see the supplier also has a website that can be accessed through the UK. On balance, I think there'd have been relevant legislation implied into the contract that says the treatment should have been carried out with reasonable skill and care.

In cases such as this it is often complex to assess the quality of the service Mr T paid for. Results from such treatments are subject to many variables. While I've taken on board the evidence Mr T supplied Santander, I'm conscious he did not provide supporting evidence such as an independent, expert opinion that sets out the treatment he paid for has not been done with reasonable care and skill as implied by relevant legislation. I'm mindful it is the manner in which the service was provided rather than the results of the treatment that is the crucial issue for me in considering whether there's been a breach of an implied term in relation to the service. While the UK dentist said there was decay under fillings on two teeth, it's not said the original supplier didn't carry out the treatment with reasonable care and skill. And understandably it has said it would need to carry out further investigatory work to be able to comment on some of the aspects of what Mr T was unhappy about.

I'm not a dental expert, and neither is Santander. Without sufficient supporting evidence, I don't think Santander was unfair to not uphold the claim on the basis of a breach of an implied term of the contract because I've not seen enough to determine the service the supplier carried out wasn't done with reasonable skill and care. I do appreciate Mr T was in a difficult position in obtaining evidence. From my experience, it's not uncommon for one treatment provider to be hesitant to comment on another provider's work – particularly where the other provider was based overseas and could feasibly be working to different guidance or standards. But I think Santander acted fairly by wanting to see more conclusive evidence.

### *Express terms*

I also need to consider what I think Mr T's contract with the supplier agreed to provide in terms of treatment so I can determine whether there has been a breach of an express term of it.

Mr T said the supplier didn't use the type of crowns he'd paid for as part of the contract. The supplier seems to have said to Mr T it carried out the procedure as agreed; that Mr T was happy with the results at the time; but that it would offer another consultation if he was unhappy.

I need to think about the information Santander was supplied when Mr T raised his claim. I've reviewed the original contract and the dentist report Mr T obtained when he was back in the UK. This sets out the concerns Mr T had and a suggested plan for reaching his goals. Alongside that, the report sets out it was difficult to know what was happening underneath the crowns and bridgework without removing them first. It said it couldn't assess the condition or shape until they were taken off. But it said two fillings were needed due to decay under them.

The other plan Mr T provided is for upper and lower jaw crowns and gum shields that Mr T purchased in September 2025.

I think the problem Santander had was that neither of the reports clearly set out Mr T didn't get what he paid for with the original supplier with regards to the crowns. I need to focus on what Santander had when it originally assessed the claim. Mr T provided further evidence from the UK dental clinic that said it couldn't guarantee what the material was without removing it and sending it off for analysis. So, again, even if that later report was provided as part of the original claim, I think Santander would have faced difficulties in reaching firm conclusions. I know Mr T has provided x-rays of his teeth but, again, not being a dental expert, I think Santander would have faced difficulties in reaching firm conclusions based on those. And if the x-rays clearly proved the type of crown used, it's not clear why the UK dentist wouldn't have simply stated that rather than saying they'd need to be sent off for analysis.

Moreover, I think it's important to highlight that, generally speaking, for services contracts, if there's a breach of contract, it's quite common for the primary remedy to be repeat performance as opposed to there being an automatic right to go straight to a full refund. The original supplier was willing to see Mr T again for a consultation. While I appreciate that may not have been convenient, it looks like it was willing to help Mr T and, if necessary, carry out remedial work. So I think Santander would have also had concerns that, even if there was a breach of contract, there was a remedy available for Mr T to resolve any perceived breach. I note Mr T has said the supplier wasn't able to fit the type of crowns he wanted. But I'm conscious Santander didn't have sufficient evidence of that.

### *Misrepresentation*

A misrepresentation would take place if there was a false statement of fact made by the supplier that induced Mr T into the contract. Mr T is saying the supplier misrepresented the type of crowns it would use. But for similar reasons to what I've said above, I don't think Santander was provided sufficient evidence of that.

### *Chargeback*

The chargeback process provides a way for a card issuer to ask for a payment to be refunded in certain circumstances. The chargeback process is subject to rules made by the

relevant card scheme. It's not a guaranteed way of getting money back. While it's good practice for a card issuer to attempt to chargeback where certain conditions are met and there's some prospect of success, there are grounds or dispute conditions set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. And something going wrong with a merchant won't always lead to a successful claim.

The supplier refused to give a refund because it said the service was provided. It's not in dispute the service was provided but Mr T says that service was defective and not as described. Chargeback is very reliant on things like the supporting evidence. And for similar reasons to what I've said above, I don't think the evidence Mr T supplied was sufficient to support the original service was defective or not as described. And I think the supplier would have defended on the basis that the service was provided and that it was willing to offer further consultation in the event of any problems with it. So I don't think Santander was unfair not to pursue the chargeback based on the evidence it had.

Overall, I'm sorry to hear Mr T was unhappy with the treatment. I know it cost a lot of money, and he says he ended up paying for further treatment. But it's important to highlight again, I'm considering how a bank has handled a financial services claim and complaint based on the evidence that was presented to it. I'm not considering a dental treatment complaint against the supplier. While I'm not saying something definitely didn't go wrong with the original treatment, I think Santander would've fairly wanted to see more to evidence there was a breach of either the express terms of the contract or terms that may have been implied into it. I also think it would've wanted to see more to show that the supplier made a misrepresentation. I think it had valid concerns the evidence wasn't conclusive, and that even if there was an issue, the supplier had offered a remedy that may have been in line with what it was required to do. I don't think the chargeback had a reasonable prospect of success because of the lack of supporting documentation. So I'm not going to direct Santander to take action.

### **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 Mr T to accept or reject my decision before 22 May 2026.

Simon Wingfield

**Ombudsman**