

The complaint

Mr A has complained that Santander UK Plc “Santander” declined his claim for money back in relation to a repair to a roof he paid for with his credit card.

The complaint is about a payment Mr A made with his Santander credit card, but Mr A’s father was named on the contract with the supplier, so I may refer to Mr A’s father as Mr R A throughout this decision.

What happened

Mr A used his credit card with Santander to pay £865 for a roof repair from a supplier I’ll refer to as C on 30 September 2024. The contract includes repair work to the roof as well as providing a 15-year insurance backed guarantee for the work.

Mr A’s father was away during the works, so Mr A paid for the works on completion. Mr A’s father subsequently chased C for a copy of the guarantee documents. Initially this wasn’t received, but subsequently C sent him a photo of the guarantee certificate. The certificate had a logo of an insurance company (which I’ll refer to as H), as well as other logos. Mr A’s father tried to activate the guarantee with H, but it confirmed that C was not authorised to display its logo and it had not provided this company with any insurance.

In October 2024, Mr A raised a claim with Santander complaining that C hadn’t provided the service agreed to under the contract and he wanted a refund. Santander initially asked for more information and on receipt of this declined the chargeback claim as the roofing repair work had been completed. It also subsequently considered a claim under section 75 of the Consumer Credit Act 1974 (section 75) but declined this on the grounds that the repair work had been completed, and a certificate was provided with the guarantee. Although H hadn’t insured the works, the actual contract with C made no mention of a specific insurer so it didn’t feel Mr A had provided evidence of a breach of contract/misrepresentation.

Mr A subsequently said that the roof had started to leak again. Santander said this was first mentioned in February 2025. By this time, it was out of time to raise a chargeback on behalf of Mr A. In relation to his claim under section 75, Santander asked for Mr A to produce an independent report showing that the works completed by C hadn’t been completed correctly. As this wasn’t received, it declined the claim.

Mr A remained unhappy and raised a complaint. Santander issued a final response letter explaining that its response to his section 75 claim was correct. Mr A subsequently referred his complaint to this service.

One of our investigators looked into the complaint and felt it was unlikely Mr A’s claim would have succeeded through the chargeback scheme. And when considering his complaint under section 75, they felt there was no valid “debtor – creditor – supplier” (DCS) agreement as the contract for the works was in the name of Mr A’s father, Mr R A, while the credit card was in the sole name of Mr A.

Mr A didn't agree for the following reasons:

- He felt the works completed by C was defective, he lost the chance to raise a chargeback due to delays and guidance from Santander. Mr A said the roof started leaking within 8-10 weeks of the repair works being completed.
- In relation to his section 75 claim, Mr A said he was not a third party to the contract as he personally met with C to re-confirm and authorise the works.
- He also pursued C for the guarantee through a popular messaging service on his mobile phone and C did respond to him.
- Mr A said that C dealt directly with him, took payment from him and he felt C recognised him as a contracting party.
- He lived at and owned the property where the works were completed.
- The works by C were not completed with reasonable care and skill and the insurance-backed guarantee was never provided.

As the complaint couldn't be resolved it has been passed to me to make a 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.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Firstly, I'd like to reassure Mr A that I have considered all his concerns carefully and looked at everything he has provided, but I will only be dealing with the most salient parts of this complaint in this decision as I'm required to decide matters quickly and with minimum formality. Our rules allow us to do this.

Chargeback

When consumers pay for goods/services using their credit card, they can claim either under the chargeback scheme or make a section 75 claim. Initially, I've considered if Mr A could have obtained a refund via the chargeback process.

When considering a complaint about the chargeback process, I have to bear in mind that Santander is only responsible for ensuring that Mr A's claim for a refund is correctly processed and is not responsible for everything C did that Mr A (or Mr R A) might be unhappy with.

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided, where goods or services are not as described, or where a credit isn't processed in line with a merchant's refund policy. In this particular case, an appropriate reason might be that services provided by C were not provided or were defective.

The chargeback rules set out by the card scheme lay down strict conditions which must be satisfied for a chargeback claim to succeed – so customers aren't guaranteed to get a refund through the chargeback process. If a financial business thinks that a claim won't be successful, it doesn't have to raise a chargeback. But where there's a reasonable chance of success, I'd expect a financial business to raise a chargeback.

It's important to note that chargebacks are decided based on the card scheme's rules – in this case Mastercard – and not the relative merits of the cardholder/merchant dispute. So, it's not for Santander – or me – to make a finding about the merits of Mr A's dispute with C, or whether or not the chargeback rules are fair. Santander's role is to consider if Mr A has met the conditions required to enable it to raise a chargeback on his behalf.

Guarantee

Santander considered Mr A's chargeback claim under the goods/services not provided reason code of the scheme – which is the reason Mr A selected when he submitted his claim. But Santander did not attempt to raise this as based on Mr A's evidence (namely his testimony), the repair works had been provided.

It seems when Mr A initially contacted Santander his concerns related solely to C not providing the documents related to the insurance backed guarantee that C had told his father it would provide. Under the contract that C provided, there isn't a separate cost for the guarantee, and usually guarantees are provided for free. If there is a separate cost for the guarantee, (for example if it's being purchased from a different provider), a cost is usually noted in the contract.

Under the chargeback scheme, Santander can only claim a refund on behalf of consumer's under this reason code if services aren't rendered at all, and if any services aren't provided, a claim can only be made for the costs in relation to the unused portion of the service. So, as the repair works were completed, and there was no cost in relation to the guarantee, I don't think it's likely his claim for a chargeback had a reasonable prospect of success, so I don't think Santander acted incorrectly not to have attempted this at that time. The chargeback scheme has no provisions for consequential losses, or losses in relation to services that were provided for free. Santander would be unable to make a claim for the entire amount when the repair works had been completed.

Roof leaking

I appreciate Mr A's claim subsequently changed due to the roof leaking. Santander says this was first mentioned in February 2025. But Mr A says the roof started leaking within 8-10 weeks of the works being completed and he lost the chance to claim due to delay and guidance from Santander. But it seems Santander wasn't notified of this until February 2025, and I can see Mr A emailed C on 7 March 2025 to notify it that the roof had again started leaking and he needed the insurance details to pursue a claim under the guarantee.

As explained by our investigator, any claims under the chargeback scheme must be made within 120-days of the payment date which ended in January 2025. This is both for goods/services not received, or for goods and services being not as described or defective. So, by the time Santander was notified of the leakage, it was out of time under the chargeback scheme to consider any further claims, so I don't think it made any errors by focussing on Mr A's claim under section 75.

It may also be helpful to explain that even if Mr A had raised these concerns in time, he'd need to provide Santander with evidence that the roof leaking was caused by the defective workmanship of C rather than failing for other reasons (such as storm damage and/accidental damage). I don't think it was unreasonable for Mr A to assume the roof leaking in the same place as the repair works done by C means the works by C was defective. But it's not unusual or unfair for businesses to require evidence to corroborate customers claims. It would have been difficult for Santander to raise such a claim based

solely on Mr A's testimony that the service provided was defective. But in any event, the claim was raised too late under the chargeback scheme.

The chargeback rules are time sensitive, very prescriptive and detailed, but we wouldn't expect businesses like Santander to set out any/all of the rules unless they were relevant to the claim being made by consumers. And it wasn't until February 2024, that the time sensitive nature of the rules became relevant.

The chargeback scheme is a voluntary scheme run by Mastercard and only offers limited protection to consumers under specific circumstances. And they simply don't capture all the different disputes that consumers might potentially have with merchants. I can only uphold Mr A's complaint about this if I felt Santander made errors in the way it handled his claim for a refund, and if I felt those errors had caused Mr A to lose out. But I don't think it did. So, I don't think Mr A lost out as a result of anything Santander might have done or not done.

Section 75

In order to make a section 75 claim against Santander, a number of requirements need to be met such as financial limits and a valid DCS agreement. But I don't think there is a valid DCS agreement here – so I don't think Mr A is able to make a claim and I'll explain why.

does section 75 apply?

Section 75 makes the provider of credit (Santander in this case) equally liable where there is a case of misrepresentation or breach of contract by the supplier of goods or services financed by the credit but only in certain circumstances.

One of the key criteria which must be met is often known as the “debtor-creditor-supplier” agreement. In practical terms this means that in order for section 75 to apply, the person who has paid using their credit card account (the debtor) needs to have a contract with the company (the supplier) which they say is responsible for a breach of contract or misrepresentation.

So, as explained above, Mr A can only make a claim when there is a direct relationship between the debtor (Mr A), his creditor (Santander) and the supplier (C). It is Mr A who is considered to be the debtor in this instance as he holds the credit agreement with Santander. Mr R A is not liable to repay any debt to Santander under this credit card agreement, so he is not a debtor under this credit agreement so cannot bring a claim against Santander.

But in this case, I consider that Mr A does not have the required relationship with the supplier for a section 75 claim as the contract for the repair work was made solely in the name of Mr A's father Mr R A.

The contract for the repair work is in the name of Mr RA, signed by him and details his address. When Mr A brought his complaint to this service, he provided a different address than the address to that on the contract between his father and C. Mr A's different address is also noted on his file with Santander. Mr A told our investigator that his father sorted out the quotes with suppliers but when C came to do the work, his father was away so he paid for it with his credit card. I can see that the estimate (quote) was sent to Mr R A alone, the contract was addressed and signed by Mr R A alone.

When pursuing the guarantee certificate via email after the works were completed, it was pursued by Mr R A from his email address, and he'd confirmed he had signed the contract.

Mr A was Cc'd into this email as his father had confirmed to C that Mr A had paid for the works. C also replied to Mr R A. The one email Mr A sent to C regarding the roof leakage had no reply from C.

Mr A says he met with C, re-confirmed and authorised the works and C recognised him as a contracting party – but he has been unable to evidence this. He has only been able to provide his testimony.

I appreciate Mr A says he owns the house jointly with his father and also says he lives there. But this isn't sufficient evidence to support the claim that he has contractual rights against C. I can see he did pay for the works but that was only because his father was away.

In this case Mr A has used his credit card account to pay C, but I don't think he has a contract with C. It seems most likely Mr A paid for the works as his father was unable to at that time (as he was away), after his father had entered into the contract with C alone, rather than Mr A having entered this contract himself (or jointly with his father). It seems more likely that the contract with C was with Mr A's father alone, while Mr A stepped in to support his father in dealing with C as and when needed.

I appreciate Mr A says he did send some messages on a messaging app to C chasing the guarantee but it's not uncommon for family members to assist their family members with chasing payments/guarantees. In my view this alone isn't sufficient to corroborate Mr A's claim that he has contractual rights against C.

I appreciate Santander declined Mr A's section 75 claims for different reasons but, I'd need to be satisfied that Mr A had rights under section 75 before I could look into whether I could uphold the complaint and direct Santander to offer a remedy. And I'm afraid based on what I've seen, I don't think it's safe to conclude that a DCS agreement exists here which would enable Mr A to raise such a claim against Santander.

Because Mr A doesn't have any contractual relationship with C, my view is that the necessary debtor-creditor-supplier agreement isn't in place for section 75 to apply to the transaction. In order to bring a "like claim" against Santander, Mr A must have a claim against the supplier. But as he doesn't appear to be party to the contract with the supplier, he doesn't appear to have a claim against the supplier and therefore cannot have a "like claim" against Santander.

For completeness, I would also add that, as Mr A is making a claim under section 75, the onus is on him to provide evidence to corroborate his claim. The costs of doing so would also be met by him (usually only refunded if the claim is subsequently accepted). Although Mr A's assumption that C hasn't completed the works to a reasonable standard based on the leak being in the same place as the repair works isn't unreasonable, as explained above, it's not unfair for financial businesses to require independent evidence that any problems were caused by a supplier failing to carry out the works exercising reasonable care and skill. And this is usually done via an independent report to identify the cause of leaks (this would need to show that other external factors didn't cause the damage such as poor weather, accidental damage etc).

I appreciate it took some time for Santander to look into Mr A's claims and give him a final answer. It has requested evidence to support his claims on a number of different occasions. And of course, Mr A's claim evolved as problems with the roof leaking came to light. I appreciate Mr A expected the claims to be completed within eight weeks. As explained by our investigator, the eight week guidance is usually in relation to complaint handling, rather than claims and claims can take some time depending on the nature and complexity of the issues raised, and it can take longer if there is a lack of evidence etc. Based on what I've

seen, I don't think Santander caused any unreasonable delays which warrant a compensatory payment in this case.

Summary

Based on the available evidence, I don't think Mr A can make a claim for section 75 as there doesn't seem to be a valid DCS agreement to enable him to do so. I appreciate Santander declined the claim for different reasons, but I am unable to compel Santander to offer a remedy in this case. I also don't think Santander's response to Mr A's chargeback claims was unfair. So, I find no grounds to uphold this complaint.

I should, however, point out that Mr A doesn't have to accept this decision. He's also free to pursue the complaint by more formal means such as through the courts. And ultimately it's for a court decide his legal rights.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 January 2026.

Asma Begum
Ombudsman