

The complaint

Mr F complains about the way Santander UK Plc ('Santander' or the 'bank') handled his request for a refund.

What happened

Both parties are familiar with the background to this complaint so what follows is a summary.

Mr F made a booking for an accommodation for a few nights stay via an agent I'll refer to as 'E' costing just over £1,760 using his Santander credit card. When he arrived, he was unhappy with the condition saying, amongst other things, it was dirty and the facilities weren't as advertised. Mr F decided to move to a different accommodation. In early 2024, Mr F made a claim for a refund via Santander. Amongst other things, he says one of E's agents told him to change accommodation and E would cover the cost of this.

Santander declined the claim. When Mr F complained, Santander maintained its position, so he referred the matter to our Service. Our investigator didn't recommend upholding the complaint. Mr F disagreed so the matter has been referred 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Whilst I very much sympathise with Mr F's situation in this case, from what I can see Santander hasn't acted incorrectly in the way it dealt with his claim under section 75 of the Consumer Credit Act 1974 ('section 75'). In reaching this conclusion I've had regard to relevant law including the Consumer Rights Act 2015.

What I'm considering here is whether Santander had acted reasonably and fairly in terms of how it considered the section 75 claim. I accept Mr F was unhappy with the accommodation he booked and that he considers there had been a breach of contract. But E was the booking agent in this situation. And under its terms, it appears to have fulfilled its contractual obligations to Mr F. These showed that E's contractual obligations to Mr F were to make a booking for the accommodation (which it did). So, I can't see he's provided persuasive evidence that there had been a breach of contract by E for which Santander should accept liability.

Santander did ask Mr F for evidence of E promising to refund him for having to change accommodation. However, the bank said it didn't receive this evidence from Mr F. Mr F says that he no longer had access to the information being requested by Santander such as the online chats he had with E. Whilst this is unfortunate and I take on board what Mr F says about Santander not trying to obtain this information directly from E, from what I can

see the bank acted fairly in light of what information was reasonably available to it such as E's terms and conditions.

I can also see Santander was provided with email exchanges between Mr F and E. And none of these appear to indicate E was willing to cover the cost of the changes made by Mr F. Under E's terms it doesn't appear there was a basis for refunding Mr F when he decided to cancel the booking and stay in other accommodation. Further, from reviewing the emails between Mr F and E these do indicate that E, as the booking agent, did reach out to the accommodation management to try to request a refund on Mr F's behalf. But this wasn't granted by the management. So, as far as E's contractual obligations are concerned I don't think Santander was acting unreasonably or unfairly when it declined Mr F's claim for breach of contract and/or misrepresentation.

For all these reasons, I'm not upholding this complaint. I know this is not the outcome Mr F wants. However, he doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

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 F to accept or reject my decision before 20 January 2026.

Yolande Mcleod
Ombudsman