

The complaint

Ms S complains about the way Santander UK Plc ('Santander' or the 'bank') dealt with her claim for a refund.

What happened

The background to this complaint is well known by Ms S and Santander. So, this decision will focus on the reasons why I've decided not to uphold this complaint..

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 start by saying that I've seen how this complaint has affected Ms S and how upsetting this has been for her. I very much sympathise with her situation. However, for the reasons I'm going to explain below, I'm not upholding this complaint. This means Santander won't have to do anything to resolve this complaint.

From what I understand Ms S used her Santander debit card which links to her current account to make a payment of £217.95 for a mattress through a payment service.

The payment was made to the retailer through this payment service and was made in April/May 2023. Ms S first contacted Santander in August 2025 saying the mattress had developed a fault and she wanted to make a claim for a refund under section 75 ('section 75') of the Consumer Credit Act 1974 for breach of contract against the retailer.

Santander explained to Ms S that her claim couldn't be considered under section 75 as she had used her debit card. Section 75 only relates to purchases made using some form of credit such as a credit card payment or certain types of loans. From what I've seen, Santander's agents clearly explained this to Ms S both by phone and in writing including through its online chat service.

I appreciate Ms S was told by an advisory organisation she could make a claim for a refund under section 75 against Santander. But looking at the facts of this case, I'm satisfied Santander dealt with Ms S correctly when it told her that section 75 didn't apply in her case due to the way she paid for the mattress which was by debit card. So, I can't say Santander dealt with Ms S unfairly or unreasonably when it said it wouldn't review matters under section 75.

Santander could still check whether Ms S would be likely to receive a refund under the relevant chargeback scheme which in this case is run by Mastercard. But as our investigator has said, this scheme has strict time limits.

Under the Mastercard rule 'goods not as described or defective', Ms S had 120 calendar days from the delivery of the goods to bring her claim. As she bought the mattress in April/May 2023 and submitted her claim with Santander in August 2025, which is more than

120 calendar days, I think this was outside of the Mastercard chargeback scheme rule time limits. So, I don't think Santander dealt with Ms S unreasonably or unfairly when it said it wouldn't pursue matters under the chargeback scheme for this reason.

I appreciate this will be a disappointing outcome for Ms S, but for the reasons explained above, I'm not upholding the complaint.

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 Ms S to accept or reject my decision before 16 March 2026.

Yolande Mcleod
Ombudsman