

The complaint

Miss R is unhappy because Santander UK Plc declined her disputed transaction claim.

What happened

In May 2022 Miss R purchased a train ticket and a flight using her Santander debit card. The price of the train ticket was £225.20 and the cost of the flight was £835.93.

The flight was cancelled. Miss R ended up having to pay for another flight to get home.

Miss R says that she contacted Santander to raise a claim under section 75 of the Consumer Credit Act 1974 and was advised that she couldn't raise a section 75 claim because the payment wasn't made on a credit card.

Miss R says she then spoke to a trade association for tour operators who advised her to get back in touch with the bank.

In March 2023 Miss R contacted Santander again and asked to raise a chargeback. By this time, more than 120 days had passed. Santander advised Miss R that the chargeback was out of time.

Miss R complained to Santander. She was unhappy that she hadn't been advised about a chargeback when she first contacted the bank about the section 75 claim.

Santander didn't uphold the complaint. It said it had reviewed its telephone records going back to March 2022 but had no record of Miss R contacting it about a section 75 claim.

Miss R remained unhappy and complained to this service.

Our investigator didn't uphold the complaint. She said she'd reviewed the call recordings provided by Santander during 2022 and 2023 and couldn't find any evidence that Miss R had raised a dispute relating to the transactions within 120 days of the service being received.

Miss R didn't agree so I've been asked to review the 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.

Miss R has said that she first contacted Santander about the transaction in or around May 2022. I've listened to all the calls provided by Santander but there aren't any calls from around May 2022 in which Miss R contacted Santander about a section 75 claim.

I've listened to a call dated March 2023 in which Miss R asked to raise a chargeback. During the call, Santander advised Miss R that because more than 120 days had passed since the cancelled flight, it wasn't possible to open a chargeback dispute.

Having listened to the calls, I haven't found any evidence to suggest that Miss R asked to raise a chargeback dispute within the relevant timescale. And I haven't found any evidence to suggest that Miss R contacted Santander about a section 75 claim in 2022. So I can't say that Santander should have brought the possibility of a chargeback claim to her attention at an earlier time.

I'm satisfied that Santander hasn't made an error here. The advice it gave to Miss R about the 120 day time period for chargeback claims was correct.

Even if Miss R had contacted Santander about a section 75 claim (and as I've already said, I've found no evidence that she did), there's no grounds for a section 75 claim in these circumstances because Miss R paid for the tickets with a debit card. Section 75 can only be considered where goods or services have been purchased using a credit card.

Taking everything into account, I'm unable to say that Santander has acted unfairly or unreasonably here`.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 27 November 2023.

Emma Davy
Ombudsman