

## **The complaint**

Mr S complains that Santander UK Plc won't help him in his dispute with an accommodation booking website.

## **What happened**

In February 2023 Mr S used his Santander debit card to pay over £7000 to a website (the Website) for accommodation in America for 58 nights. On arrival he said he couldn't get into the building where the accommodation was, that it wasn't safe and it was near a 'drug den' and there was criminal activity nearby. Mr S stayed one night before leaving and sourcing alternate accommodation. He tried to get his money back from the Website but was unsuccessful. So he complained to Santander.

Santander raised a chargeback but the website defended it. Santander considered the website's response and concluded that it no longer had a reasonable prospect of success. So it didn't do anymore. Mr S didn't think this was fair, so he brought his complaint to our service.

Our investigator looked into the matter. Overall, he didn't think Santander had acted unfairly by declining Mr S's request for a refund. Mr S didn't agree. So 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 should make very clear that this decision is not about the Website or the accommodation which aren't financial services providers and don't fall within my remit regarding chargeback. Whatever the issues there maybe with the Website and or the accommodation and just because Mr S says he has lost out here, it doesn't necessarily follow that Santander has treated Mr S unfairly or that it should refund him. And this decision is solely about how Santander treated Mr S. I hope this point is clear.

There's no dispute that Mr S used his Santander card to pay the website for the accommodation. So I don't think Santander did anything wrong by charging it to his account originally.

In certain circumstances, when a cardholder such as Mr S has a dispute regarding a transaction, Santander (as the card issuer) can attempt to go through a chargeback process with the merchant. This is a voluntary scheme for settling disputes which this service considers good practice to follow where there is a reasonable prospect of success. It's a straightforward process which is governed by the card scheme. And if a chargeback is taken to the final stage the card scheme decides the outcome not Santander. So Santander could take a chargeback through to the end of the process as best it could and it still be unsuccessful in getting a refund for the cardholder. I don't think Santander could've

challenged the payment on the basis Mr S didn't properly authorise the transaction, given the conclusion on this issue that I've already set out.

Santander is required to consider whether there is a reasonable prospect of success when it is considering whether to go through the chargeback process or not. If it does go through the process, then it must do so properly. And it can fairly decide to not proceed at any stage, if it doesn't think there is a reasonable prospect of success.

Here Santander did raise a chargeback and the website defended the chargeback. On receipt of the response Santander decided that the chargeback didn't have a reasonable prospect of success so it didn't continue with it. And thus Mr S wasn't refunded.

I've considered what happened here. The website's defence to the chargeback pointed to the non-refundable nature of the booking once the booking had started. It noted the booking was available for the duration of the period Mr S had booked for. The website noted that Mr S had gained entry and that there were security personnel available to him and so it rejected his comments regarding Mr S' safety at the accommodation. The website also pointed to its terms and conditions noting that the property owner is responsible for any minor issues such as cleanliness and that the website isn't responsible for minor issues with the description or temporary issues.

Having considered the detailed and lengthy response to the chargeback and the information therein I'm satisfied on balance that the chargeback didn't have a reasonable prospect of success. So it's my decision that Mr S hasn't lost out due to Santander's decision not to take the chargeback any further. For the sake of completeness I'll attend to some of Mr S' comments. Mr S says he was told he was going to get a refund from the website. I'm not necessarily persuaded by this, but even if it had said this and then changed its mind, it doesn't make a difference to Santander's assessment of the defence the website provided to Santander and the fact that there is no persuasive contractual reason in these circumstances for Mr S to be refunded. Ultimately the accommodation was available and Santander isn't responsible for Mr S' decision to go elsewhere. And even if the Website had wrongly told Mr S that he was getting a refund it wouldn't mean Santander should make a full refund, Santander should only pay what is fair for it to pay and its my position its treated Mr S fairly. So I don't think Santander should pay anything in this case.

Mr S demands compensation. I see no persuasive reason for Santander to provide such considering the circumstances here and Santander has treated Mr S fairly. Mr S says Santander hasn't supported him. I disagree it raised a chargeback on his dispute and considered it fairly. So I think it has supported him in his dispute with the website. Mr S should remember that this decision is solely about what Santander did and I think it treated him fairly.

Mr S has said this service is meant to help him. This service's role is to be impartial. And Santander has treated Mr S fairly. He chose to leave the accommodation which was available.

I appreciate that Mr S feels strongly about the Website's position. But the accommodation was available and the terms mean there is no refund due in these circumstances. So Mr S' complaint is unsuccessful. I do appreciate that this isn't the decision Mr S wants to read. And clearly he wants a refund of what is a significant amount, but I don't think his chargeback would have been successful in any event considering what happened here. So he hasn't lost out due to what Santander did.

### **My final decision**

For the reasons set out above, I do not uphold the complaint against Santander UK Plc. It has nothing further to do here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 June 2024.

Rod Glyn-Thomas  
**Ombudsman**