

## **The complaint**

Miss E is unhappy with the way Santander UK Plc responded to a dispute for goods she purchased using her Santander credit card.

## **What happened**

Miss E bought a wall clock for around £200 from a shop I'll call M using her Santander credit card in September 2023. Miss E has said the wall clock stopped working properly within six months. She said she contacted M to repair it. She has said the wall clock had a sealed back, so M was unable to check the fault or repair it and didn't agree to refund or exchange the wall clock.

Miss E contacted Santander in July 2024 to raise a claim under Section 75 of the Consumer Credit Act 1974 (Section 75). She provided some undated messages she sent to M and receipts to confirm the purchase. Santander said as it had been more than six months since she bought the wall clock, it was up to Miss E to show it was faulty. Miss E said that she didn't realise she could make a Section 75 claim earlier, and that's why she contacted Santander when she did.

Santander asked Miss E to provide a report to demonstrate the faults and that it wasn't of satisfactory quality when she got it. However, Miss E didn't want to do this as there was no guarantee that she would get the cost of the report back. Santander declined the claim and said that as there was no evidence of the fault, it didn't agree to refund Miss E the cost of the wall clock.

Unhappy with Santander's response to her claim, Miss E made a complaint to Santander. However, it didn't change its position, so Miss E referred her complaint to the Financial Ombudsman.

Our Investigator didn't uphold the complaint. She didn't think she'd seen enough evidence to say Santander's answer was unfair. She reviewed the information Miss E submitted and didn't think there was enough evidence to show the faults Miss E complained of were present, or developing at the point of sale, which meant there was a breach of contract or misrepresentation that Santander could be held jointly liable for. She also didn't think the chargeback would have had a reasonable prospect of success because of when Miss E contacted Santander.

Miss E didn't agree and asked for the case to be escalated. As the matter remained unresolved it's been passed to me for 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.

Where evidence is incomplete, inconsistent or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

It's clear Miss E feels strongly about this matter, and I mean no discourtesy where I haven't commented on each individual point she has raised. I've focused on what I consider are the key elements of the complaint. I'm not considering a complaint about M, but rather I am looking at Santander as the financial services provider and considering if Santander has acted fairly and reasonably in the way it handled Miss E's request for getting her money back.

## **Section 75**

Under Section 75, Santander is jointly liable for any breaches of contract or misrepresentations made by the supplier of goods or services – which is M in this case. In order for there to be a valid claim under Section 75, there needed to be a debtor-creditor-supplier ('DCS') agreement in place and the financial limits have been met for a valid claim. I'm satisfied the criteria has been met.

The Consumer Rights Act 2015 (CRA) is also relevant to this complaint. The CRA implies terms into the contract that goods supplied will be of satisfactory quality. The CRA also sets out what remedies are available to consumers if statutory rights under a goods contract are not met.

The CRA sets out that goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day unless it's established the goods did conform to the contract on that day or that the application is incompatible with the nature of the goods or with how they fail to conform to the contract.

For a claim to be upheld under Section 75, there needs to have been a breach of contract or misrepresentation. I have nothing to suggest that the wall clock was misrepresented to Miss E when she bought it and so I've focused on whether Miss E provided enough evidence to show there had been a breach of contract, which meant the wall clock wasn't of satisfactory quality.

I've considered the evidence Miss E gave to Santander as part of her claim. These don't confirm a fault, or when the fault happened, or that the wall clock wasn't durable. Since Miss E hasn't provided any evidence about the nature or likely cause of the fault, beyond her testimony, I don't think Santander could properly assess whether the wall clock was of satisfactory quality when Miss E bought it.

I appreciate Miss E has said she doesn't want to pay for an independent review of the wall clock and said that Santander can pay to get the evidence. However, as the claim was brought more than six months after Miss E bought the wall clock, I don't think it was unreasonable for Santander to have asked Miss E for evidence of the fault and to show there was a breach of contract to determine that she had a like claim against it. Miss E is also unhappy she wasn't told exactly what evidence she needed to support a claim. I've reviewed the communication Santander had with Miss E and based on this I don't think Santander acted unreasonably.

Without sufficient evidence to demonstrate the wall clock wasn't of satisfactory quality and therefore there was a breach of contract, I'm not persuaded that Santander dealt with Miss E's claim unfairly. That's not to say something definitely hasn't gone wrong, but that I don't think Santander acted unfairly based on the limited information presented.

## **Chargeback**

Chargeback is based on the relevant card scheme rules, where a card issuer can ask for a refund on behalf of the cardholder. In this case it's the Mastercard scheme. A chargeback is not guaranteed to succeed, and a card issuer does not have to raise one.

However, it would be considered good practice to raise a chargeback where there is a reasonable prospect of success. This is on the basis that the chargeback claim meets the scheme's criteria. Although not all circumstances where something has gone wrong with the merchant will mean the claim is successful. It's unclear if Santander considered raising a chargeback but I think it had the opportunity to do so. I've considered whether or not Santander acted unfairly by not raising a chargeback.

The most relevant condition in this case would be "Goods or Services Were Either Not as Described or Defective". There are strict timeframes set by the scheme which need to be adhered to for a chargeback to be raised. For transactions where the goods are defective, the dispute must be processed no later than 120 days from the transaction date. However, as Miss E contacted Santander more than 120 days from when she bought the wall clock, I don't think it acted unfairly by not raising a chargeback. Even if the claim had been brought in time. I'm not persuaded there was sufficient evidence which would have likely led to a successful claim.

Therefore, while I know it'll disappoint Miss E, I'm not going to direct Santander to take any further action or refund her any money.

### **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 Miss E to accept or reject my decision before 25 June 2025.

Amina Rashid  
**Ombudsman**