

## The complaint

Mr K is unhappy with how Bank of Scotland plc ('BOS') handled a claim under section 75 of the Consumer Credit Act 1974 ('S75').

## What happened

Around May 2023 Mr K paid a deposit for dental work to be performed abroad on his BOS credit card. Mr K paid £123.68 on the card to a non-UK company I'll refer to as 'U', and then initially around £5,000 in a separate transaction for the treatment.

Mr K said he had discussed the procedure and costs with a separate UK company I'll refer to as 'T'. As part of the surgery, Mr K explains he was expecting to receive a certain brand of implants, which I'll refer to as 'N'. But, he says when he looked at the paperwork after the procedure was carried out, he found out he was supplied with another brand, which I'll refer to as 'O'. Mr K was unhappy with this, as he explained implants from N came with a lifetime warranty, whereas those from O came with a five-year warranty.

Mr K contacted T and U about this. And they explained the implants Mr K had did come with a lifetime warranty.

Mr K raised a claim with BOS under Section 75 of the Consumer Credit Act 1974 ('S75') saying he was very unhappy with the implants. It wrote to him in June 2023 and asked him to provide various information. BOS later declined the claim. Mr K was unhappy with this and raised a complaint.

In July 2023 BOS issued a final response to the complaint. This said, in summary, that BOS had looked at the claim and it still agreed with the outcome reached. It said a valid Debtor-Creditor-Supplier ('DCS') agreement was not in place. It said this was because U were the supplier, but it couldn't see a link between U and a company who provided the invoice for the treatment, who I'll refer to as 'D'. And it said the majority of the information about the procedure had been provided by T. BOS said this meant it hadn't been shown U had made a misrepresentation.

Mr K remained unhappy and referred the complaint to our service.

Our investigator issued a view and didn't uphold the complaint. In summary, he explained he thought the supplier was D, but Mr K had paid U on his credit card. So, he thought a valid DCS agreement wasn't in place.

Mr K disagreed. He said both D and U's name was on an invoice and other documents from the time. And he said their social media accounts showed D and U were the same business.

Our investigator then issued a second view. Here, he explained having reviewed things that he now thought it was likely D was a trading name of U. So, he thought there was a valid DCS agreement in place. But, he thought that T *wasn't* acting on behalf of U. So, he thought any comments made by T couldn't be attributed to U. He said this means he didn't think U were responsible for what T told Mr K about the treatment and so he didn't think the

complaint should be upheld.

Mr K disagreed. He said he'd paid for implants from N as they were of a higher quality. And he said he wasn't confident U would actually offer a lifetime warranty on the implants from O he had.

Our investigator then issued a further view commenting on what Mr K had set out. He explained he still didn't think T could have misrepresented the implants to Mr K because of the lack of information about T's relationship to U. He explained he didn't think U had ever made a firm commitment to Mr K to provide implants from N.

Our investigator also explained he'd not seen evidence of a clear difference between N and O, apart from the warranty provided. And he explained U had agreed to offer a lifetime warranty in relation to O anyway.

Mr K continued to disagree. He said there was a vast price difference between implants from N and O. He said the implants from O were inferior to N. And he said U didn't gain his consent to use implants from O.

As Mr K remained unhappy, the case 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.

Having done so, I think this complaint should not be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I may not comment on every piece of evidence in relation to this complaint and I may not comment on every individual point raised. I want to reassure Mr K and BOS that I've carefully thought about all the information. But in my decision, as I've done in the background above, I'm going to summarise things and focus on what I think are the key facts and the crux of this complaint. This reflects the informal nature of our service.

Mr K complains about a claim made under S75. So, S75 is relevant to this complaint. This explains, under certain circumstances, that the borrower under a credit agreement has an equal right to claim against the credit provider if there's either a breach of contract or misrepresentation by the supplier of goods or services.

Firstly, I need to consider if Mr K had a valid claim under S75.

In order for there to be a valid claim, there needed to be a valid DCS agreement in place. BOS argued this wasn't the case. But I disagree. In summary, I find that D is most likely a name U uses when dealing with UK customers. I say this as on the "*MEDICAL REPORT*", this is signed "*Best regards, (D)*" but is stamped and signed below as "*U*". An online search for 'U' brings up a non-UK website, that at the top states "*D*". And as Mr K pointed out, there are other places online showing a link between the two.

So, Mr K paid U on his BOS credit card, and I'm satisfied on balance the supplier was also U. It isn't in dispute Mr K contracted for services to be provided to himself. So, I find a valid DCS agreement was in place.

Given the above finding, to keep things simple I will now only refer to 'U' in this decision.

I've then considered the financial limits that apply to a valid S75 claim. Mr K needed to have purchased a 'single item' with a cash price of over £100 but no more than £30,000.

I'm satisfied the single item in this case was the treatment plan Mr K agreed to. I'll come on to the issues with working out exactly what was agreed below, but I'm satisfied the cost of Mr K's overall treatment plan fell within these limits.

What I then need to decide in this case is whether BOS did anything wrong with how it handled Mr K's claim under S75. I've already explained why I think the DCS agreement was in place. So, I've then considered what should've happened bearing this in mind.

Mr K's main complaint point refers to a misrepresentation. I would consider a misrepresentation to have occurred if Mr K was told a 'false statement of fact' that induced him into entering into an agreement when he otherwise would not have.

It's worth firstly setting out the complexity here and the difficulty in working out exactly what happened, what was agreed and with whom. This case involves a complex medical procedure, about which I am not an expert. U is not a UK company, so I need to consider this in terms of any language barriers and standards that may differ. Some of the information provided is through a messaging service, which means things can be somewhat hard to verify given the different parties involved including translators. It's also worth noting that there is a lack of other evidence such as a clear, detailed treatment plan or other contracts.

That being said, up front I think it's clear that at least at one point before the procedure Mr K was told he would receive implants from N.

I've seen some screenshots of a messaging app Mr K has explained show contact with T prior to him attending the clinic. In these messages, Mr K asked T to clarify what the brand name of the implants were and what the warranty was on the implants.

T replied with the brand name for N and said the implants had a "*Lifetime*" warranty.

However, I don't think this is enough to state a misrepresentation has occurred in this case that BOS are responsible for. I say this as there is a lack of any evidence about what authority T was acting on. In other words, I have no details of any contractual or agency relationship between U and T.

I have seen some details from U where they refer to T as an "*intermediary*". However, it isn't clear what this term specifically means – especially considering the language barriers mentioned above. And in the same communications U explains this meant it didn't know what T discussed with Mr K before the surgery and so wasn't responsible.

I know Mr K's strength of feeling about this. But, on balance, I haven't seen enough to persuade me T *could* make a misrepresentation that BOS would be responsible for under S75 in this case. So, it follows BOS don't need to take any action on this point.

I have then considered if U misrepresented the implants to Mr K.

I've seen screenshots of messages, that appear may be from U or the owner of U. These state:

*"we have (country) brand implants but for our European patients we don't recommend them"*

*"(another brand) implants £500each"*

*(‘O’) implants £400 each”*

However, this doesn’t seem to reflect the pricing Mr K actually paid. And I need to consider this in relation to the other evidence, or lack of, here.

I’ve seen some documents referring to ‘O’ implants that are dated February 2023. However, these are not in English and I’m not sure Mr K saw them. I’m also conscious that the date is handwritten. So I’m putting limited weight on these.

I’ve seen some further messages that appear to be from the clinic shortly before Mr K received the treatment, these said:

*“name of the implant: (‘O’)*

I’ve seen some testimony from U explaining that after a consultation, Mr K specifically agreed to go ahead with implants from O. However, again there is a lack of solid evidence from the time to back this up, such as any detailed treatment plan.

I do understand Mr K’s point that he says he never contracted with U to have implants from O. But I also haven’t seen that he contracted to have implants from N.

I want to reassure Mr K that I’ve carefully thought about everything he’s said here and everything provided. But, on balance, I haven’t seen enough to persuade me that U made a misrepresentation.

It’s worth explaining that even if I thought differently about the above, there would then be something of an issue with how to put things right in this specific case.

Mr K has recently explained he’s unhappy with the quality of the implants from O, but I think it’s fair to say, at least initially, his main concern was the difference in warranties for the implants from N and O. But U has offered a lifetime warranty on the implants he has. So, even if I upheld the complaint, there would be little further to do on this point.

I’ve also considered what Mr K said about the quality of the implants. In short, he said every dental professional would say ‘100%’ that O is ‘way inferior’ to N. He said N were superior in design, quality, materials, technology, ‘success rates’ and longevity. But, respectfully, he’s provided no evidence such as testimony from any dentist to back this up. And he’s explained there are, as far as I’m aware, no issues with the implants he has. So again, there would be limited options here for any redress.

Finally, there’s the question of price. Mr K has explained O implants were far cheaper. And he’s provided evidence from another dentist showing a different quote, but this wasn’t from U. Beyond what T said, which I’ve covered above, I’ve not seen Mr K *could’ve* received implants from N at U for the price agreed.

I do understand Mr K’s frustration with the situation, and I can understand why he was upset given what happened.

But I’m limited to considering the very specific obligations BOS has under S75. I’d like to again reassure Mr K that I’ve carefully considered all of the other points he raised and all of the evidence. But having thought about everything, I haven’t seen enough to persuade me a misrepresentation took place that BOS are responsible for. And I can’t see a breach of contract took place. So, it follows I don’t think BOS needs to take further action.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 6 November 2025.

John Bower  
**Ombudsman**