

The complaint

Mr J complains about the outcome of a claim he made to Santander UK Plc (“Santander”) under section 75 of the Consumer Credit Act 1974 (“Section 75”).

What happened

Mr J employed the services of a solicitor’s firm that I’ll call “P”. As I understand it, Mr J paid a total of approximately £3,800 for these services using his Santander credit card.

Mr J brought a complaint to The Legal Ombudsman (“TLO”) about P. This was following court proceedings relating to Mr J being billed incorrectly by P for what they had felt was services that Mr J hadn’t paid them for. The court proceedings initially ended in 2023 with a Judgment determining that P should be removed as solicitors for Mr J and that Mr J pay P what they had claimed for.

TLO wrote to Mr J on 26 June 2023 setting out that they would be considering a number of complaint points that Mr J had raised. These were that P:

- Caused delay on the car retainer and ex-partner retainer.
- Gave Mr J unreasonable advice in that they told him they had a “quick fix” for the retainer relating to his ex-partner which Mr J realised wasn’t the case after an expensive conference with a barrister.
- Lost important documents relating to the car retainer and ex-partner retainer.
- Didn’t give Mr J advance warning about an important court date for the retainer relating to the car.
- Delayed coming off record as acting for Mr J and claimed costs against him for this without adequate explanation and warning.
- Used an out-of-date address for Mr J for the retainer relating to the car and completed a court form using that address. P also included a confidential telephone number in that form and had misled the court as they knew he wasn’t living at that address.
- Charged unreasonable costs in that they charged more money despite payment being made on account and had duplicated charges.

TLO then wrote to Mr J on 29 June 2023 saying that P had told them they’d agreed to do the following:

- Reimburse Mr J £127.20 that they owed him.
- Waive/credit all outstanding fees including fees he should have been charged and the firm’s fees for coming off record.

- Pay Mr J £1,000 for distress and inconvenience.
- Arrange for the costs order against him to be set aside at their expense.

Mr J accepted this outcome but put in a claim to Santander under Section 75 asking for all the money he'd paid P on his credit card to be refunded. Santander didn't uphold the claim or Mr J's subsequent complaint about this. So, Mr J referred the matter to our service.

One of our investigators recommended that Mr J's complaint should be dismissed. She said the subject matter of the complaint had already been considered by a comparable Alternative Dispute Resolution ("ADR") entity (namely, TLO). And it wouldn't be appropriate for our service to consider the complaint as a result.

Mr J didn't agree and so his complaint was passed to me for a decision.

I issued my provisional decision on 22 September 2025, relevant extracts of which I include below, and which form part of my final decision.

'..... our investigator felt that Mr J's complaint should be dismissed because TLO had already considered it. I don't though agree with this. The event complained of here is Santander's refusal of Mr J's Section 75 claim that he should be refunded all the money he paid P using his Santander credit card. TLO didn't consider this, rather it was concerned with a complaint Mr J had made about P.

I'm satisfied therefore that Mr J's complaint against Santander is not the same as the one he made to TLO.

I'll briefly set out the particulars of Section 75 before coming on to the merits of Mr J's complaint. The effect of Section 75 is that, in certain circumstances, if Mr J paid for goods and services, in part or in whole, on his Santander credit card, and there was a breach of contract or misrepresentation by the supplier (here, P), Santander can be held responsible.

There is a potential problem with Mr J meeting the criteria needed to make a Section 75 claim. For Mr J to make a claim, the cash price of the services had to be more than £100. I understand that Mr J made several payments to P using his credit card. However, bearing in mind that Mr J's claim is that he wants all his money refunded, it's unclear whether each service that P provided to him (or were meant to provide to him) was over £100.

It may be that each service did cost over £100. But, even if that were to be the case, it's not currently clear to me that it would be reasonable for Santander to have agreed to refund all the money Mr J paid P on his credit card. I'll explain why.

Firstly though, I don't think Santander's response to Mr J's Section 75 claim was correct as I don't agree the matter had already been dealt with by TLO. Mr J was seeking a full refund and there's nothing within TLO's correspondence to Mr J that I've seen that sets out they were considering a claim that P should refund all his money. So, in my view, the claim Mr J made to Santander was different to what he'd asked TLO to consider.

However, as I've set out, Section 75 relates to breaches of contract and/or misrepresentation only. For me to say that Santander should have agreed to refund all the money, notwithstanding the fact that I don't think they considered the actual claim Mr J was making correctly, I would need to have seen that P misrepresented all the services they had agreed to provide to Mr J or that they had breached their contract by failing to do everything that was contractually agreed between them. I don't have any evidence of this, and I've not seen that Santander was given evidence of that either.

I would add also that it would be very difficult for me to assess the appropriateness or the quality of the services P agreed to provide to Mr J where there is no real indication at present what those services were and why those services weren't provided to Mr J as had been agreed. And from what I've seen, TLO didn't rule in Mr J's favour on those points; rather it seems they passed on details of an offer P had made to resolve Mr J's dispute with them without commenting on the fairness of that offer.

So, I currently think that Mr J's complaint about the outcome of his Section 75 claim against Santander likely wouldn't have succeeded even if they had considered it as they should have.

For the reasons set out above, my provisional decision is that it is appropriate to consider the merits of Mr J's complaint against Santander. But I don't currently intend to direct Santander to do anything in respect of that complaint'.

I asked Mr J and Santander to send me any further comments or evidence they wanted me to consider.

Santander replied saying they had nothing further to add. Mr J didn't respond.

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.

As neither party has given me anything further to consider, I see no reason to depart from my provisional decision. So, for the reasons I gave in my provisional decision, which I have included above, I don't uphold Mr J's 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 Mr J to accept or reject my decision before 6 November 2025.

Daniel Picken
Ombudsman