

## **The complaint**

**Mr M** has complained about **Santander UK Plc** declining a claim for money back.

## **What happened**

The parties are familiar with the background details of this complaint – so, I'll only briefly summarise them here. It reflects my role of resolving disputes quickly with minimum formality.

In 2024, Mr M bought an electric commuter bike from a retailer, who I'll refer to as R. Unfortunately, that bike was stolen so, in April 2025, Mr M placed an online order for what he thought was an identical bike from R. Mr M paid for the new bike using his Santander credit card. But during assembly he found it only had a 250W motor whereas his previous bike had a 500W motor. R declined to provide any form of refund to Mr M, so he asked Santander to raise a section 75 claim under the Consumer Credit Act 1974 (S75 CCA). Santander declined the claim because they didn't think there had been any misrepresentation or breach of contract under S75 CCA. Unhappy with Santander's final response Mr M asked the Financial Ombudsman to consider the matter.

Our Investigator didn't uphold the complaint. So, Mr M asked for an Ombudsman to make a final decision. In summary, Mr M says there's been misrepresentation by R given they failed to make the change in motor size sufficiently clear and prominent on their website - which Mr M believes was a failing under UK consumer law and a breach of the standards set by the Advertising Standards Authority.

## **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 want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I want to assure Mr M and Santander that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it, it's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

## **S75 CCA**

In certain circumstances, S75 CCA allows Mr M to hold Santander liable for a 'like claim' for breach of contract or misrepresentation in respect of an agreement with a supplier for goods or services which is funded by a credit card.

The Financial Ombudsman can consider S75 CCA complaints. And in this instance, I think the requirements for Mr M to raise a S75 CCA claim were met. So, I've gone on to consider if Santander acted fairly when declining Mr M's claim.

Mr M has explained he thought he was buying the same bike he'd bought in 2024 and that to order the replacement bike he used the same uniform resource locator (URL) as when he bought the first bike. Having looked at the provided webpage histories, I agree the product pages for 2024 and 2025 were very similar. But there were differences. The product webpage did specify that the 2025 model had a 250W motor. I appreciate Mr M believes this should have been more prominently displayed. But I think this is subjective. The information was provided and I'm persuaded it was clear and located in a reasonable place on the webpage.

It's my understanding a business must display accurate information about goods or services before the purchase is finalised. I appreciate why Mr M wouldn't have felt the need to check the new bike's specifications given he only made his previous order around a year earlier. However, Mr M has acknowledged that had he done so, he would have found the web page did specify that the current model only had a 250W motor. I've not seen anything to show that what was advertised by R's webpage was inaccurate or false. It's not in dispute that the bike R delivered to Mr M had the specifications as advertised at the point of sale. So, I understand why Santander concluded the evidence didn't show there had been any breach of contract under S75 CCA.

I think it's fair to say advances in technology means a manufacturer is likely to make changes to the products they offer. In this instance, R says the new 250W motor is able to provide the same torque (of 55Nm) as was provided by the previous 500W motor. R also says it's the torque that's crucial for an electric bike as this determines acceleration, climbing ability and power when carrying heavy loads. And a smaller motor is generally lighter and draws less power from the battery resulting in it extending the range per charge. Mr M says a larger motor provides more sustained power and speed under load and is less likely to overheat especially when climbing steep hills and suffer from less wear and tear. So, I understand why Mr M believes the change in motor size comprised of a significant change and it ought reasonably to have been prominently displayed by R's webpage.

It's my understanding there is no specific or legally mandated time limit for how long a business must keep a "new" tag or highlight a specific change on a website. However, it seems general good practice is for a business to highlight significant changes for the first three to six months or until the next product iteration.

I don't know if R did specifically highlight the change in the motor size on its webpage at the time the change was made, and if so, for how long this was displayed. It would seem R didn't - it only changed the motor size under the section dedicated to the bike's specifications. In any event, I understand why Santander would have wanted to see more to show that by itself this would have comprised of misrepresentation under S75 CCA. The change would only have impacted a customer who had previously bought the same model of bike and where sustained power, especially on steep hill climbs, was important. I don't know what percentage of R's sales this would account for, but I think it's fair to say it's likely to be low. So, I understand why R wouldn't have felt the need to specifically highlight the change and instead rely on a returning customer to check the bikes specifications if these were important to them.

In the circumstances, I think it was reasonable for Santander to conclude the available evidence didn't show with enough certainty that there had been any misrepresentation by R or a breach of contract. So, I think Santander acted fairly when declining Mr M's S75 CCA claim. Overall, I think Santander processed the S75 CCA claim fairly and in a timely manner without any undue delays.

## **Chargeback**

As the goods were purchased using a credit card there was the potential for Santander to have raised a chargeback as well as a S75 CCA claim. Mr M hasn't raised this as a complaint issue. So, I don't intend to consider this further. However, for clarity, it isn't clear if there was a valid dispute condition under the scheme rules which would have allowed for a chargeback to be raised. But even if there was, I think it's unlikely a chargeback would have succeeded for much the same reasons as why I don't think there was any misrepresentation or breach of contract under S75 CCA.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 April 2026.

Carl Bibby  
**Ombudsman**