

The complaint

Mr B has complained about how Santander UK Plc (Santander) handled his request for a refund.

What happened

In December 2023, Mr B made a payment of £538.60 and a further payment of £1,405.40 in April 2024, to a retailer using his Santander credit card. The payments were part payments for several pieces of furniture, including a chair costing £1,195.00

Mr B explained that within two months, the chair became defective and after a repair, which was delayed due to an issue with parts, the defect returned. He said he was advised it was caused by how his wife was sitting on the chair. Unable to resolve matters with the supplier, he asked Santander to assist him in getting a refund in March 2025.

In April 2025, Santander declined Mr B's section 75 claim, as set out in Section 75 of the Consumer Credit Act 1974, as it said it was unable to conclude a breach of contract occurred. It said a repair took place and following a further review the manufacturer advised a manufacturing fault was not present. It advised Mr B to escalate his complaint to the Furniture and Home Improvement Ombudsman and said that if his complaint was upheld and the supplier failed to resolve it, he should contact Santander to discuss the claim.

In July 2025, Mr B raised a complaint. Santander provided a response in August 2025. It said it had previously advised Mr B to escalate his complaint to the Furniture and Home Improvement Ombudsman and said this had been unsuccessful. It said it was unable to deem a breach of contract or misrepresentation had occurred and so it was unable to proceed with the claim further. It said that Santander had not made a mistake. Unhappy with this response, Mr B referred his complaint to this service for an independent opinion.

One of our Investigators looked into the complaint. She said she didn't think that Mr B had complained about a misrepresentation and so she had not considered this. She said two of the three inspections confirmed there was no manufacturing fault and the first said the issue could be due to a manufacturing fault and seating position. Whilst she empathised with Mr B, she said she was not persuaded there had been a breach of contract because there was no definitive evidence to show the issue was caused by a manufacturing fault and as such she didn't think Santander treated Mr B unfairly when it declined his claim.

Mr B didn't agree. He said he felt there was a misrepresentation and provided an extract of the description which referred to *'extra lumbar, neck and head support...No sag spring seat suspension'*. He said he felt the description was not accurate as the seat failed within three months of purchase, with it sagging on one side. He said all of the engineers agreed the chair was faulty and that the supporting material had collapsed on one side.

Our Investigator reconsidered and said she didn't think there had been a false statement that induced Mr B into purchasing the chair and as such she didn't think there had been a misrepresentation. She noted that the reports were contradictory. Her position remained the same and as Mr B didn't agree, 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.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

I'm aware I've summarised the events of the complaint to some degree. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr B 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.

I'd like to start by saying how sorry I was to hear about the impact the issue had on Mr B and his wife. Whilst I have the upmost empathy for the situation he is in, I must put those feelings aside when thinking about what's fair and reasonable in the circumstances of this complaint.

To be clear I am only determining whether Santander treated Mr B fairly in how it handled the dispute, and not the actions of the supplier, as their actions don't fall within this service's remit. Whilst there may have been issues, it doesn't necessarily mean that Santander treated Mr B unfairly.

In certain circumstances, Mr B can make a like claim against Santander for any breaches of contract or misrepresentations by the supplier of goods or services, when payment is made via credit card. This is through a Section 75 claim.

In order to say that Santander treated Mr B unfairly in how it handled his claim, I'd need to be satisfied that the necessary criteria had been met and if so, that a breach of contract or misrepresentation had been evidenced. I'm satisfied that the necessary criteria was met and so I've gone onto think about whether Santander treated Mr B unfairly when it declined his claim.

I've thought about the other applicable laws, which includes the Consumer Rights Act 2015 (CRA). This says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory". The quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. Fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of goods. The CRA also says that goods must match their description.

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.

Mr B feels strongly that the chair was not fit for purpose, noting that the small print did not indicate that the chair must be sat in from a certain position. He says the chair is faulty, it caused back pain and he has had to replace it. Santander says the evidence does not support that it is liable. It's not in dispute here that there was an issue with the chair and so

I've thought about whether the evidence shows the chair did not conform to the contract on delivery.

Mr B provided Santander with three reports. I'll summarise each one:

- Report 1 dated July 2024. The report confirms the issue was that the seat was dipping to one side and the chair was three months old. It noted the cause of the issue could partly be manufacturing and the customers seating position. It said parts were required to repair. There was a section on the report regarding liability and this said 'NOT MANUFACTURER'.
- Report 2 dated November 2024. The report confirms the issue was that the seat interior was dipping to the right. It noted the cause of the issue was transit issues and was in this condition on delivery. It said a new interior was fitted. There was a section on the report regarding liability and this said 'RETAILER'.
- Report 3 dated February 2025. The report confirms the issue was that the seat foam had started to settle again on the right. It noted the cause of the issue to be the customers seating position which had caused the seat foam to settle over time and noted the previous repair. It said if it was being covered, a recommendation was made to replace the seat foam interior. There was a section on the report regarding liability and this said 'NOT MANUFACTURER'.

Santander said that the reports, and conclusions reached following the complaint Mr B brought against the supplier, did not support that there was a manufacturing defect and as such it said there was no breach of contract that it was liable for. I can appreciate why Santander reached this conclusion, given that two of the reports said that the manufacturer was not liable for the issues. Between the reports, all of which were produced by the same company, there are some contradictions and I'm not persuaded that any give any firm or consistent conclusions about the cause of the issue.

I note a repair was carried out to remedy the issue. If the first reported fault was caused by a manufacturing defect, then the appropriate remedy would be a repair, which is what happened and only after a failed repair, would Mr B be entitled to further remedies. What is key here is that the final report does not confirm a manufacturing defect or that the repair had failed and as such it does not demonstrate that the chair was of unsatisfactory quality when it was supplied. As a result, I'm not persuaded a breach of contract has been evidenced. It follows that I don't think Santander treated Mr B unfairly by declining his claim.

Mr B has also pointed to a misrepresentation. A misrepresentation is a false statement of fact that induced Mr B into entering the contract, in other words if it wasn't for that statement he wouldn't have gone ahead with the purchase. I've thought carefully about the evidence he has provided, including the description of the chair, but I'm not persuaded that he has done enough to prove any statements were false, given that the reports do not confirm issues with the statements he has pointed towards.

I appreciate that this will come as a disappointment to Mr B, as he feels it is clear there is a manufacturing defect which is causing the issue. I'm not an expert in furniture, and neither is Santander, and as the evidence provided does not support what Mr B has said, I'm unable to say that Santander has treated him unfairly. That's not to say something has not gone wrong, but the evidence Mr B provided to Santander does not support that the current issue stemmed from when the chair was supplied, or that he was provided with any false information by the supplier. Should Mr B now wish to provide Santander with additional evidence to support a breach of contract or misrepresentation, then I would expect Santander to reconsider the claim.

I've also thought about whether there were any other ways in which Santander could support Mr B, for example through a chargeback, which is another available way in which payments made on a credit card can be disputed. However, as a chargeback can only be raised within 120 days of the purchase or delivery date and because Mr B contacted Santander more than 120 days after he took delivery of the chair, it was not possible for a chargeback to be raised. It follows that I don't think Santander treated Mr B unfairly by not considering a chargeback.

I should point out that Mr B doesn't have to accept this decision and instead is free to pursue the complaint by more formal means, such as through the courts, should he wish to. It follows that I will not be asking Santander to do anything more.

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 B to accept or reject my decision before 9 April 2026.

Daniella Roberts
Ombudsman