

## **The complaint**

Mr B is unhappy because Santander UK Plc declined his claim under Section 75 of the Consumer Credit Act 1974.

## **What happened**

In December 2019 Mr B purchased a laptop from a merchant and paid using his Santander credit card. The purchase price of the laptop was £899.

In February 2023 the screen on the laptop went black and it wouldn't turn on. Mr B took the laptop back to the merchant, who asked him to obtain a diagnostic report. Mr B obtained a report which said that there was a fault with the motherboard.

The merchant assessed the laptop but said it was uneconomical to repair. It offered £365 towards the cost of a replacement laptop.

Mr B remained unhappy and raised a section 75 claim with Santander. Santander looked into things but concluded that there was no evidence of a breach of contract or a misrepresentation.

Mr B brought his complaint to this service. He says the laptop was of a high specification and should not have failed after only three years of use.

Our investigator didn't uphold the complaint. They said they couldn't see any evidence of a breach of contract or a misrepresentation by the supplier.

Mr B didn't agree. He said the merchant had admitted that there was a manufacturing defect with the laptop and that the fault would've been present at the point of supply.

## **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 certain circumstances, section 75 gives a consumer a right to claim against a supplier of goods or the provider of credit if there's been a breach of contract or a misrepresentation.

In order to uphold Mr B's complaint, I would need to be satisfied that there's been a breach of contract or a misrepresentation and that Santander's response to the claim wasn't fair or reasonable.

I've looked at the available information to see whether there's evidence of a breach of contract or a misrepresentation.

The relevant law says that goods need to be of satisfactory quality when supplied. If this isn't the case, then a breach of contract can be said to have occurred.

A misrepresentation is an untrue statement of fact which induces a consumer to enter into

an agreement.

Mr B purchased the laptop in December 2019, and it functioned as expected until February 2023. Mr B has said that he didn't use the laptop very much during that time. Mr B's claim that there has been a breach of contract is based on the merchant stating that the product has a manufacturing fault. He's also said that a laptop of a high specification as this one shouldn't fail after three years.

I've thought about the points that Mr B has made. However, I don't think the available evidence supports a conclusion that there has been a breach of contract. There's nothing to suggest that the laptop was faulty when it was supplied – this is borne out by the fact that Mr B used it for over three years without any issues. I've reviewed the diagnostic report and whilst I agree that this states that the laptop has a fault with the motherboard, there's nothing in the diagnostic which states that the fault would've been present or developing at the point of supply.

I appreciate that the merchant referred to a manufacturing fault. But this doesn't mean that the fault was present or developing at the point of supply. If there had been a fault with the laptop at the point of supply, I would've expected the fault to present itself a lot sooner than it did.

I appreciate that Mr B has provided some evidence which says that a gaming laptop should last for 7 – 10 years. So I've thought about whether the laptop was reasonably durable, because durability is an aspect of satisfactory quality. However, I don't think there's enough evidence to say that the laptop wasn't sufficiently durable. There's nothing in the diagnostic report which suggest that the laptop has failed prematurely. The lifespan of a laptop can be affected by various factors including usage patterns, cooling and heat management, dust and debris, software updates and physical damage.

I've reviewed the merchants' terms and conditions. These state that it will repair/exchange or refund if the fault occurs within 30 days of purchase. They also state that the guarantee period is 12 months and that if the fault occurs during this time, they will offer a repair. In this case, the fault occurred over three years after the point of supply so – based on the merchants' terms and conditions – I'm unable to say that there was an obligation to repair the laptop.

I've thought about whether there's been a misrepresentation here. But I haven't seen any evidence that the merchant said anything to Mr B prior to the point of supply about the expected lifespan of the laptop.

I appreciate that this isn't the outcome that Mr B was hoping for. But as I've explained, I'm unable to find evidence of a breach of contract or a misrepresentation. I don't think Santander acted unfairly or unreasonably when it declined the section 75 claim.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 February 2024.

Emma Davy  
**Ombudsman**