

## **The complaint**

Mrs G complains that Lloyds Bank PLC won't refund a payment she made using her credit card.

## **What happened**

In February 2021, Mrs G paid £1,320 on her Lloyds credit card as part payment towards a kitchen to be supplied and fitted by a merchant. The total cost of the kitchen was £10,800.

In 2023, Mrs G contacted Lloyds to ask for it to refund the payment she made on her credit card under section 75 of the Consumer Credit Act 1974 ("section 75"). She said that the kitchen installation had not been satisfactorily completed by the merchant. She said one of the splashback panels was misaligned meaning that electrical sockets were inaccessible and not useable. She said that despite repeated attempts to get the merchant to rectify the issue they had not done so.

Lloyds investigated her claim but declined it. It said that there was insufficient evidence to demonstrate there had been any breach of contract by the merchant. It said that the merchant was of the view that it was Mrs G's responsibility to have the electrical sockets repositioned by a qualified electrician. Lloyds didn't think it had any persuasive evidence to suggest that the merchant had agreed to carry out electrical work or that there had been a breach of contract in relation to the splashback that had been supplied. Mrs G complained about the decision to decline the claim. However, Lloyds didn't uphold her subsequent complaint as it maintained that it had reached the correct outcome.

Our investigator didn't recommend the complaint be upheld. She wasn't satisfied that Mrs G had done enough to demonstrate that there had likely been a breach of contract or misrepresentation by the merchant.

G didn't agree. In summary, she said the electrical work has been correctly completed in her kitchen and it is the splashback which has been incorrectly aligned by the merchant.

As there was no agreement, the complaint has been passed to me for a final decision.

## **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.

The general effect of section 75 is that if Mrs G has a claim for breach of contract or misrepresentation against the merchant who supplied and fitted the kitchen, she can bring a like claim against the linked credit provider (in this case that includes Lloyds). There are further requirements that need to be met in order for a claim to be made. For completeness, I'm satisfied those requirements are satisfied here.

Mrs G says that there has been a breach of contract by the merchant as the kitchen has not been installed to a satisfactory quality. She says the merchant has not modified the

splashback to fit her electrical sockets as agreed.

When investigating her claim and complaint, Lloyds contacted the merchant. The merchant said that it was the responsibility of Mrs G's electrician to re-align the sockets and this had not been done.

I've considered the contractual paperwork Mrs G has provided between her and the merchant. I've not seen anything to indicate that the merchant had agreed to carry out any electrical work on the kitchen or that the splashback was a bespoke design unique for her kitchen. Even if I accept that the splashback was a bespoke design, Mrs G has provided no supporting evidence to show that a) the splashback does not fit correctly and b) the failure of it fitting correctly is due to the merchant's actions.

The available evidence shows that it is equally possible that Mrs G (and her electrician) were responsible for re-aligning the sockets and this is the reason the splashback does not fit. I therefore don't have enough to persuade me that there has more likely than not been a breach of contract for which Lloyds might be jointly liable under section 75. For this reason, I don't think Lloyds acted unfairly or unreasonably in not refunding the payment she made.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 27 September 2024.

Tero Hiltunen  
**Ombudsman**