

complaint

Mrs B complains that Lloyds Bank plc won't refund to her the £508.50 that she paid in September 2017 for a high visibility motorcycling jacket.

The details of this complaint are well known to both parties and have been set out by the investigator so I won't repeat them again here. Instead I'll focus on giving the reasons for my decision.

In certain circumstances, section 75 of the Consumer Credit Act 1974 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mrs B's complaint about Lloyds Bank, I must be satisfied that there's been a breach of contract or misrepresentation by the supplier of the jacket and that Lloyds Bank's response to her claim under section 75 wasn't fair or reasonable. I'm not determining the outcome of Mrs B's claim under section 75 as only a court would be able to do that.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mrs B bought the jacket in September 2017 and was able to use it whilst overseas and then made a claim to the supplier in September 2018 and then to Lloyds Bank;
- she says that it was a reasonable expectation that the jacket wouldn't deteriorate within nine months and that she took good care of it but the irregular and faded highlighter fabric is not acceptable – and she wouldn't have bought it if she'd been advised that it would fade during her travels;
- the manufacturer gave a warranty for the practical lifetime of the jacket but said that the intensity under which the product is used determines its practical lifetime and materials will deteriorate and fade over time;
- there's no independent evidence to show that the jacket wasn't of satisfactory quality or fit for purpose and Mrs B was able to use the jacket for nine months;
- I can understand Mrs B's disappointment and frustration that the high visibility fabric on the jacket hasn't lasted as long as she expected that it would – but I'm not persuaded that there's enough evidence to show that there's been a breach of contract or misrepresentation by the supplier about the jacket;
- in its final response letter to Mrs B, Lloyds Bank offered her £50 compensation because of some issues with the way that it had dealt with her complaint – she says that she hasn't accepted any compensation but, if she now wants to accept that offer, I suggest that she contacts Lloyds Bank to see if the £50 is still available to her; and
- I find that it wouldn't be fair or reasonable in these circumstances for me to require Lloyds Bank to refund to Mrs B the £508.50 that she paid for the jacket – or to take any other action in response to her complaint.

my final decision

For these reasons, my decision is that I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 30 May 2020.

Jarrold Hastings
ombudsman