

The complaint

Ms B complains that the wheelchair she acquired using her John Lewis Financial Services Limited (JLFS) credit card was misrepresented.

What happened

In December 2020, Ms B acquired a wheelchair using her JLFS credit card. She says she was told it was ex-rental having been with one previous hirer and had been in the workshop over the Covid period. She says this meant the chair was less than four years old. Ms B says she experienced various issues with the wheelchair which she didn't think should have happened given the age she believed it was. Then, when she registered the wheelchair, she discovered it was first registered in 2012 meaning it was over eight years old when she acquired it. Ms B also says the wheelchair had been refurbished which wasn't what she had been led to believe. Ms B says had she realised the wheelchair's age at acquisition and that it had been rebuilt (meaning she didn't know the age of the parts of the wheelchair) she wouldn't have gone ahead with the acquisition.

Ms B asked to have her claim raised under section 75 of the Consumer Credit Act 1974 saying the wheelchair had been misrepresented.

JLFS said that there was no evidence to show that Ms B had been told the age of the wheelchair at the time of acquisition. It said the wheelchair had been provided with a three-month warranty under which work had been completed and noted that Ms B hired the wheelchair for a period before acquiring it. JLFS said it hadn't provided the service it should have in dealing with Ms B's claim request and offered to pay £100 compensation because of this.

Our investigator didn't think that JLFS did anything wrong by not upholding Ms B's section 75 claim. He noted the compensation offered for the service issues and thought this reasonable.

Ms B didn't agree with our investigator's view. She reiterated her concerns about the information she was provided at the point of sale regarding the wheelchair's age and condition. She didn't think the supplier had been honest about the wheelchair and had she known the full facts she says she wouldn't have acquired it.

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 am sorry to hear of the experience Ms B has had over the past years both in her process of trying to source an appropriate wheelchair and also since acquiring her current wheelchair. I note her comments about the supplier, but this complaint is about JLFS and so my decision is about whether or not JLFS acted fairly and reasonably in declining Ms B's section 75 claim.

As has been previously explained, under section 75 a finance provider can, in certain circumstances, be held liable if there has been a breach of contract or misrepresentation by the supplier. Ms B has noted issues with the wheelchair that she acquired and said that it was misrepresented to her.

I have carefully considered what Ms B has said about the process she went through when acquiring the wheelchair and the information she gathered. Ms B has said she was told the wheelchair had previously had one hirer and was then in the workshop during the Covid period. Therefore, she believed the wheelchair to be around four years old. I appreciate this was her understanding and also note her comment that when she mentioned the age of the wheelchair being between three and four years she wasn't corrected, but for me to say that a misrepresentation occurred I would need more evidence to prove Ms B was incorrectly told the age of the wheelchair. From what I have seen I do not have enough to say this happened. I can understand Ms B's concerns and her need for a reliable wheelchair but I also appreciate that the age is only one factor and the condition of the wheelchair is likely to be more relevant in regard to assessing the reliability. In this regard, Ms B was able to have a trial period with the wheelchair before acquiring it and while I appreciate issues were noted, these were discussed at the time and she chose to go ahead.

Ms B has also said that the wheelchair was misrepresented because it was sold as being ex-rental not refurbished. After acquisition she was told the wheelchair had been refurbished. I appreciate the point Ms B has raised and her concerns about the age of certain parts of the wheelchair. However, having considered the evidence provided it appears that the statement provided at the time of purchase was that the wheelchair was being sold as ex-rental rather than refurbished and as such certain damage wouldn't be repaired without charge. I do not find that this means that the wheelchair was being represented as never being refurbished. The supplier has confirmed the wheelchair would have been rebuilt after the long-term hirer returned it so that it was ready to go back on hire. This seems a reasonable process and it would be expected that the rebuild or refurbishment would have improved the condition of the wheelchair. So, again while I note Ms B's comments, had this been a key issue for Ms B then I think she could have asked further details about this at the time.

I have also considered Ms B's comment about the issues she has experienced with the wheelchair and noted the information provided by the supplier about these. Based on this I do not find I have enough to say that there was a breach of contract.

Overall, while I appreciate that this experience had been upsetting and stressful for Ms B, in this case given the evidence provided by Ms B and the supplier, I do not find I can say that JLFS acted unfairly or unreasonably by not pursuing Ms B's section 75 claim.

JLFS has acknowledged that there were service issues when dealing with Ms B's section 75 claim and offered to pay her £100 compensation because of this. Having considered the process of dealing with Ms B's claim, I find this reasonable.

Putting things right

John Lewis Financial Services Limited should pay Ms B £100 compensation as it has offered for the service issues she experienced while it dealt with her complaint.

My final decision

My final decision is that John Lewis Financial Services Limited should take the actions set out above and I do not require it to do anything further in regard to Ms B's section 75 complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 7 November 2022.

Jane Archer
Ombudsman