

The complaint

Mr H is unhappy with the response from The Co-operative Bank Plc (Co-op), following a complaint he made.

What happened

In 2011 Mr H purchased solar panels. He says he was told at the time that the panels would provide an income from the Feed in Tariff (FIT) payments and reduce his energy bills. He later bought more panels and a battery system in 2013. He says he paid for both through his Co-op bank account.

Mr H complained to Co-op in 2022, and later in 2023. He requested a refund of what he'd paid, saying he'd not received the benefits he'd been promised for either of the purchases. Co-op issued their final response to Mr H in June 2023. They said they couldn't help him get his money back as the transactions had been made too long ago but did pay him £25 for poor customer service they provided in relation to his complaint.

Mr H was unhappy with this and asked this service to review his complaint. Our investigator explained that he didn't think he could ask Co-op to do anything further, because of how much time had passed since Mr H had made his payments.

Mr H asked for the case to be reviewed by an ombudsman as he did not agree with the outcome.

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 is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered to have been good industry practice at the relevant time.

Co-op have confirmed they have records of Mr H's purchase in 2011 but could not find any relevant payment in 2013. Crucially in this case, Mr H holds a bank account with Co-op, and the payment they can identify was made by direct debit.

There are mechanisms in place to enable a consumer to reclaim monies paid by direct debit if a merchant (such as the installer in this case) does not provide the service promised, or if they have been mis-leading about a purchase. However, the rules around this process are set by the card issuers, in this case Visa, and are not something the bank has any discretion over. One of these rules is that any potential claim must be made within 120 days of the transaction, or at the very latest, 540 days from when the goods or services should have been received.

Even if both of Mr H's purchases were made via his Co-op account, they were far outside this time limit, and any claim would not have been successful under the scheme rules. So, I can't say Co-op did anything wrong in 2023, when it didn't undertake a chargeback claim on Mr H's behalf.

Other Options

For completeness I've also considered if there were any other avenues Co-op could have used to help Mr H get his money back. There are other processes that can help a consumer reclaim their money if they feel their goods have been mis-represented. However, I can find no evidence that Mr H's payments would be covered by any of these arrangements.

I know that Mr H feel strongly that the benefits of the panels were mis-represented to him, and that the time limit is unfair. But despite my natural sympathy for the situation he finds himself in, I can find no basis to ask Co-op to do anything further.

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 Mr H to accept or reject my decision before 6 September 2024.

Sarah Holmes
Ombudsman