

## **The complaint**

Mr S has complained that Capital One (Europe) plc has unfairly declined his claim under section 75 of the Consumer Credit Act 1974.

## **What happened**

Mr S has explained that he bought a brand new electric bike in August 2022, using his Capital One card.

However, he feels it was faulty. Although a repair was arranged, he's explained that the fault persists. Capital One asked for an inspection/engineer report, but Mr S was unwilling to provide one. Accordingly, it rejected his claim.

One of our investigators looked into what had happened, but didn't think Capital One was being unreasonable.

She also noted that Mr S had now provided a report, but this was actually a repair quote.

## **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'm aware that Mr S says he shouldn't need to provide evidence for any faults with his bike. But this isn't correct, and our investigator has explained why. It is because, a section 75 claim needs to show a breach of contract, or misrepresentation.

Mr S didn't provide evidence of either. Mr S's complaint is that Capital One unfairly declined his claim. In order for it to look at that, it needs evidence of problems with the bike. That has been refused by Mr S multiple times, and instead, a quote for repairs has been provided.

I don't think it's unreasonable of Capital One to have declined a refund in these circumstances.

## **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 February 2025.

Elspeth Wood  
**Ombudsman**