

## **The complaint**

Mr S complains about the way in which Marks & Spencer Financial Services Plc handled a claim made under section 75 of the Consumer Credit Act 1974 ("section 75").

## **What happened**

In February 2020 Mr S was refurbishing his home. The refurbishment included laying floor tiles in an extension. Mr S bought tiles from a supplier which I'll refer to as "C". C's invoice was dated 22 February 2020 and records that Mr S bought and paid for 542 tiles at a total cost of £4,305.85, including VAT. He paid in full using his M&S Bank credit card.

Because of the Covid-19 pandemic and its associated restrictions, Mr S was unable to start work as he had planned. He says that he collected around a quarter of the tiles in mid-2021. However, when he tried to collect the remainder in the middle of 2023, C was unable to locate them.

Mr S therefore contacted M&S Bank to make a claim under section 75. The bank took the view that Mr S had not shown that C had broken its contract with Mr S and so did not agree to meet his claim. Mr S referred the matter to this service.

One of our investigators considered what had happened but did not recommend that the complaint be upheld. He noted that, since the tiles had been priced individually (at £6.62 plus VAT), Mr S's transaction with C fell outside the relevant financial limits of section 75. And he noted as well that chargeback could not apply because of the length of time which had passed between the credit card payment and the claim being raised.

Mr S did not accept the investigator's recommendation and asked that an ombudsman review the case.

## **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 shall deal briefly with chargeback. It is a process run by the card schemes for dealing with some disputes about payment settlements. It can be used, for example, where goods are paid for with a card but are not delivered – as Mr S says happened in this case. But it is also subject to time limits. The maximum time limit for bringing a claim is 540 days from the date of payment – which applies where goods or services are to be provided after the payment date. In this case, Mr S did not raise a claim until more than three years after the payment

## **My final decision**

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 May 2025.

Mike Ingram  
**Ombudsman**