

## **The complaint**

Mr G has complained that Nationwide Building Society “Nationwide” rejected his claim against it under Section 75 of the Consumer Credit Act 1974.

## **What happened**

Mr G bought a solar panel system (the system) for his home which was installed in March 2023. Mr G paid for the system using his Nationwide credit card, and that business is therefore liable for the misrepresentations and/or breach of contract under the relevant legislation. In this case, Mr G alleges that the supplier (which I’ll call S), caused a series of problems that it did not fix. He said that S broke a slab during the installation, that there was a hole in his garage ceiling, and he didn’t think they had completed the wiring correctly as he felt the wiring should be in rigid conduit.

Mr G says he initially raised the concerns with a different arbitrator who ruled in his favour for the first two issues – but had refused to accept the wiring needed to be done in accordance with Mr G’s wishes. He says the arbitrator ordered S to pay him £100 for the slab and asked S to replaster the hole in the garage ceiling. Mr G says S did tell him it would pay the £100.

Mr G says S was later found to no longer be a member of the arbitrator’s scheme, and as S hadn’t paid him the £100 or fixed the hole, he raised a section 75 (s.75) claim against Nationwide.

When Mr G raised a s.75 claim against Nationwide the following year (May 2024), he says Nationwide asked him irrelevant questions, didn’t call him on agreed times and dates and that he was cut off during calls. It also asked him for an independent report to detail the works that still needed to be completed, that confirmed S had caused the damage, and also asked for quotes to show how much any repairs would cost. Mr G simply wanted £1000 for everything.

Nationwide did not accept Mr G’s claim saying there was no evidence that the damage was caused by S. But it did agree that its service could have been better and in total paid him £225 compensation for this. Unhappy with this, he referred the matter to this service.

Mr G’s complaint was considered by one of our investigators. She repeatedly asked both Mr G and Nationwide for any evidence that the damage was caused by S (and therefore potentially something Nationwide was responsible for). This included any correspondence with S, or any correspondence from the arbitrator substantiating Mr G’s claims. Mr G said he had sent the evidence to Nationwide and didn’t feel he should have to collate and send everything in again and that Nationwide should instead provide this. Nationwide says it sent in all the evidence it could locate but this did not show that S had caused the damage, or that it had agreed to the rectification works.

Our investigator explained to Mr G what evidence Nationwide had provided but that nothing had shown that there had been a breach of contract that Nationwide was now responsible for. She explained that without the evidence she couldn’t recommend the complaint to be upheld but she would review the matter if Mr G was able to provide the evidence.

Mr G disagreed again explaining he'd already sent the evidence in to Nationwide and it should provide that evidence to us. At this time, he also raised concerns about the service he'd received from our investigator which I understand is being dealt with separately.

As the complaint couldn't be resolved by our investigator, I've been asked to make a decision.

### **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.

Firstly, I'd like to reassure Mr G that I have considered all his concerns carefully and looked at everything he has provided, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality.

It may also be helpful to explain that what I need to consider is whether Nationwide – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr G's s.75 claim. But it's important to note Nationwide isn't the supplier so I can't hold it responsible for everything that may have gone wrong with S.

S.75 is a statutory protection that enables Mr G to make a 'like claim' against Nationwide for breach of contract or misrepresentation by a supplier because he used a Nationwide credit card to pay for the goods and services. There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met and Nationwide has also agreed that S.75 applies.

Having carefully considered everything provided, for broadly the same reasons as those explained by the investigator, I do not uphold this complaint.

As explained above, Nationwide is only responsible for losses that were caused by S, due to a breach of contract (or misrepresentation) on S's part. Mr G hasn't alleged a misrepresentation, so I've mainly focussed on his claim for breach of contract.

In order for me to uphold Mr G's complaint and make a finding that Nationwide has unfairly declined his s.75 claim, I'd need to be satisfied that the damage Mr G has claimed for was caused by S as a result of it failing to exercise reasonable care and skill during the installation. The fact that the damage exists is not enough – Mr G needs to provide evidence that this damage was caused by S during the installation, and it failed to rectify it. He also needs to provide evidence to support the claim that the wiring needs to be done as per his wishes. This evidence can be in the form of S accepting its at fault (usually by providing copies of emails, text messages or letters sent by S), or via an assessment carried out by an independent expert (as requested by Nationwide). I can see our investigator has explained to Mr G, that as he's making the claim, the onus is on him to evidence that claim.

I understand Mr G feels frustrated as he says he's provided this evidence to Nationwide and doesn't feel that he should have to provide this to us again. But our investigator has repeatedly asked Nationwide to provide all the evidence it has, and it's replied that it has provided everything it has. As a service, we are dependent on both parties providing what evidence they have to help us complete our assessment of the complaint.

I've seen copies of emails Mr G says he sent to S but not S's response either accepting or even refuting the claim. I've seen a letter from S referring Mr G to an arbitrator because they

hadn't been able to resolve the dispute (indicating it hadn't accepted any fault). But this also doesn't specify what the dispute was. I've also seen copies of pictures Mr G sent, although they are not very clear – but this doesn't show S was responsible for the damage. No independent reports or quotes have been provided.

It is not unreasonable or unfair for Nationwide to require evidence to support Mr G's claim that S was in breach of contract before accepting this claim. And nothing I've seen corroborates Mr G's claim that S was responsible for the damage. So, I don't think it acted unfairly by declining his s.75 claim.

Compensation for poor service is not normally recoverable through the courts in a s.75 claim. But I can see Nationwide has already accepted that its service fell below the standards it expects to provide its customers and paid Mr G £225 in total for its service failings. I can't fairly direct Nationwide to pay any more.

I appreciate Mr G is likely to be disappointed with my findings, but as I've explained I'm reliant on both Nationwide and Mr G providing what evidence they have to help me complete my assessment of this complaint. Nationwide has confirmed it has provided everything it holds for this case. Mr G has also been given the opportunity to submit any documentary evidence he has. I have to make a decision based on the available evidence that both parties have submitted, and the evidence doesn't support the claim that S has breached the contract that would make Nationwide liable to remedy it.

I should, however, point out that Mr G doesn't have to accept this decision. He's also free to pursue the complaint by more formal means such as through the courts.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 May 2025.

Asma Begum  
**Ombudsman**