

## **The complaint**

Mrs W complains that Sainsburys Bank Plc rejected her claim under Section 75 of the Consumer Credit Act 1974.

## **What happened**

In December 2023 Mrs W used her Sainsburys credit card to pay for services from a law firm in connection with a water ingress claim.

Mrs W wasn't happy with the service provided by the law firm and raised a disputed transaction claim with Sainsburys.

Sainsburys wasn't able to raise a chargeback due to the length of time which had elapsed, so it considered the claim under Section 75. Sainsburys reviewed all the evidence but ultimately decided to reject the claim.

Mrs W was unhappy with the decision and raised a complaint.

Sainsburys didn't uphold the complaint. In its final response dated 13 August 2024 it said there was no evidence of breach of contract or misrepresentation and that the decision to reject the claim was correct.

Mrs W remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. He said that Sainsburys had handled the Section 75 claim fairly and that the decision to reject it was reasonable based on the available evidence.

Mrs W didn't agree so I've been asked to review the complaint.

## **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 know it will disappoint Mrs W, but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

In certain circumstances, Section 75 gives a consumer a right to claim against a supplier of goods or the provider of credit if there's been a breach of contract or a misrepresentation. In order to uphold Mrs W's complaint, I would need to be satisfied that there's been a breach of contract or a misrepresentation and that Sainsburys' response to the claim wasn't fair or reasonable.

Mrs W hasn't said that there's been a misrepresentation by the solicitors, so I've focussed on whether there's been a breach of contract. I've reviewed all the available evidence to decide whether the solicitors provided the services that Mrs W contracted with them to provide.

I can see from the information and evidence provided that Mrs W instructed the solicitors in August 2023. Mrs W provided details of the dispute, and the solicitors confirmed the instructions, issued terms of engagement and requested a payment on account of £500.

Mrs W provided a significant amount of information to her solicitors. I can see that the solicitors carried out work including reviewing the lease, considering the law of trespass and negligence and obtained title information for Mrs W's house and the neighbouring property. I can also see that the solicitors asked Mrs W for further information regarding the issue and explained that an independent surveyors report would be required, which would require permission from the neighbouring property for the surveyor to enter onto their land and inspect.

Having reviewed all the available information I'm unable to say that the solicitors didn't provide the services they contracted to provide to Mrs W. I haven't seen anything to suggest that the solicitors made representations that they would be able to arrange access to the neighbouring property or that they could force the neighbour or the developer to carry out the required works.

Based on what I've seen, there isn't enough evidence for me to conclude that there has been a breach of contract or a misrepresentation by the solicitors.

I've thought about whether Sainsburys handled the Section 75 claim fairly. I can see that Sainsburys reviewed all the information provided by Mrs W and the solicitors. I don't think it was unreasonable for Sainsburys to reach the conclusion that there wasn't enough evidence to support a breach of contract or a misrepresentation. I'm satisfied that the decision to reject the Section 75 claim was fair and reasonable.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 20 June 2025.

Emma Davy  
**Ombudsman**