

The complaint

Mr B complains that Tesco Personal Finance Limited, trading as Tesco Bank, won't pay for a bathroom to be refitted.

What happened

I issued a provisional decision on this complaint earlier this month in which I described what had happened as follows:

"Mr B used his Tesco Bank credit card in November 2019 to make payments of £271.88, £256.94 and £268.97 to a supplier for some bathroom fittings. He paid a plumbing and heating engineer £4,200 in February 2020 for it to install a bathroom including tiling, grouting, installing a new toilet, shower, sink, cabinet and radiator, with Mr B supplying all materials including the fittings that he'd paid for in November 2019.

Mr B made a claim to Tesco Bank in May 2022 under section 75 of the Consumer Credit Act 1974. He said that the bathroom items started developing issues not long after being installed, the toilet soft closing seat broke, the tap doesn't allow a normal amount of water to come out and the shower needs the cover removed every time it's used. He said two plumbers had repaired issues when the flush stopped working but the quality is very poor and the shower door doesn't close properly but the supplier has gone out of business.

Tesco Bank said that it would require a copy of an independent inspection report to confirm the faults, the cause of the faults and an estimated cost for repairs. Mr B contacted a maintenance solutions company and asked it to survey the issues and advise what work was required. It inspected the bathroom in September 2022 and said that it found the following issues: the toilet seat soft closer had failed; the toilet was constantly flowing and required a replacement siphon (but, to access it, it would need to remove the tiles and couldn't guarantee they wouldn't break or a match would be found to replace the cracked tiles); the shower trap was failing to allow sufficient water drainage and required replacement; the tap restricted water flow and required replacement to a more suitable quality to allow good flow; and the shower door didn't seal fully against the wall making it redundant. It recommended that the full bathroom suite was replaced as it wouldn't be able to match the current suite and tiling would also need replacing as it would need to remove some tiles and couldn't guarantee that they wouldn't break or it could find the exact tiles to match.

Tesco Bank said that to move forward with Mr B's claim, it required quotes for the removal and disposal of the existing bathroom, supply and fitting of a like for like bathroom and supply and fitting of like for like bathroom tiling. Mr B obtained a quote of £11,340 for that work in February 2024.

Tesco Bank then offered to refund to Mr B the £797.79 that he paid for the bathroom fittings. It said that its liability covered the contract that Mr B entered into with the supplier of the bathroom fittings and that fitting of them was completed separately via

a third party. It said that the third party failed to leave adequate access for a plumber to be able to access and replace the siphon. It said that it wasn't liable for the removal and re-fitting of the bathroom but, as a goodwill gesture, its offer included cabinets and other items that weren't faulty. It also offered Mr B £100 compensation and an apology for any inconvenience or confusion caused by its request for a quote to replace the bathroom. Mr B then made a complaint to Tesco Bank.

It upheld his complaint based on the unnecessary quote being requested and says that it credited £100 to his credit card account. Mr B wasn't satisfied with its response and complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't think that Tesco Bank had acted fairly. He said that the evidence suggested that there had been a breach of contract by the supplier of the bathroom fittings and that breach of contract had caused the need for Mr B to have his bathroom suite removed and refitted. He thought that it would be fair and reasonable for Tesco Bank to pay for the cost of that under section 75 so he recommended that it should pay for the cost of removing, replacing and refitting Mr B's entire bathroom suite.

Tesco Bank hasn't accepted the investigator's recommendation and has asked for this complaint to be considered by an ombudsman. It says that it's industry practice to leave an access panel to ensure repairs can be carried out but the confirmation that tiles would need to be removed to replace the siphon demonstrates that, whilst the items purchased may not have been of suitable quality, the cause of having to remove the tiles was due to the installer not adhering to the industry standard. It also says that the toilet seat soft closer; the shower trap and the tap are replaceable items and could be replaced without any impact to the bathroom décor".

Provisional decision

I set out my provisional findings in my provisional decision. I said:

"In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr B's complaint about Tesco Bank, I must be satisfied that there's been a breach of contract or misrepresentation by the supplier of the bathroom fittings and that Tesco Bank's response to his claim under section 75 wasn't fair or reasonable (but I'm not determining the outcome of Mr B's claim under section 75 as only a court would be able to do that).

The supplier of the bathroom fittings has gone into administration but I've seen no evidence to show that the bathroom fittings were misrepresented to Mr B so his claim under section 75 would be that there's been a breach of contract by the supplier and that would be because the fittings weren't of satisfactory quality.

Mr B used his Tesco Bank credit card in November 2019 to pay £797.79 to the supplier for some bathroom fittings. The invoices show that he paid for a shower tray, a thermostatic mixed shower kit, a towel rail, a sink mixer tap, a sink cabinet, a close coupled toilet and installation kit, a mirror kit and a sink installation kit. Mr B paid a plumbing and heating engineer £4,200 for it to install a bathroom in February 2020. The bathroom was inspected by a maintenance solutions company in September 2022 and it identified some issues and recommended that the full bathroom suite was replaced. Tesco Bank asked it for some further information about the identified issues and it said that the items mentioned all exhibited signs of poor design and inferior materials, it would expect a bathroom suite to last longer than it had

evidencing that it lacked resilience to withstand normal wear and tear and some of the items were poorly designed with an emphasis on aesthetics over functionality.

The issues identified by the maintenance solutions company are that the toilet seat soft closer had failed, the toilet required a replacement siphon, the shower trap and the tap required replacement and the shower door didn't seal fully against the wall. I've seen no reference on the bathroom fitting supplier's invoices to a shower trap or a shower door. The only references to a shower are to the shower tray and the thermostatic mixed shower kit. Mr B says that the shower door was purchased from the supplier so he's not sure why it's not on the receipts and he'll try to find it – but he's not provided any further evidence to show that the shower door was included in the £797.79 that he paid to the supplier using his Tesco Bank credit card.

The bathroom fittings were bought by Mr B in November 2019, were fitted in February 2020, Mr B made a claim to Tesco Bank in May 2022 and the bathroom was inspected in September 2022. The maintenance solutions company has provided its comments on some of the bathroom fittings but Mr B chose those fittings and I'm not persuaded that there's enough evidence to show that they weren't of satisfactory quality when they were bought by him taking in to account the price that he paid for them. For that reason, I'm not persuaded that there's been a breach of contract by the supplier of the bathroom fittings.

Even if I'm wrong about that and the bathroom fittings weren't of satisfactory quality, Tesco Bank has offered to refund to Mr B the £797.79 that he paid for them, even though no issues have been identified with some of those items, including the towel rail, the sink cabinet and the mirror cabinet. I consider that the issues with the toilet seat soft closer and the tap can be remedied by replacing them. I've already said that there's no reference on the bathroom fittings supplier's invoices to a shower trap or a shower door so I'm not persuaded that there's enough evidence to show that Tesco Bank would have any liability to Mr B under section 75 for those items. The maintenance solutions company says that the toilet requires a replacement siphon but the issue is that to access it requires work that is likely to damage the tiles. I consider that Tesco Bank's offer to refund the cost of the bathroom fittings is a fair and reasonable response to the issues with the fittings and I'm not persuaded that it would be fair or reasonable for me to require Tesco Bank to pay for the bathroom to be refitted.

Tesco Bank accepts that it shouldn't have asked Mr B to obtain a quote for replacing the bathroom. It upheld his complaint based on the unnecessary quote being requested and says that it credited £100 to his credit card account. I can appreciate that Mr B will have been caused inconvenience and confusion by being asked to provide a quote and then being told that Tesco Bank wouldn't refund to him the quoted amount. I consider that the £100 credit was a fair and reasonable response to that issue and I'm not persuaded that it would be fair or reasonable for me to require Tesco Bank to increase the amount of compensation paid to Mr B for that issue or any of the other service issues about which he's complained. Mr B says that he's not received any payments from Tesco Bank and, despite being asked to do so, Tesco Bank hasn't provided evidence to show that it's credited that compensation to Mr B.

Tesco Bank has offered to refund £797.79 to Mr B. I find that it would be fair and reasonable for it to refund that amount to him and that it should also pay interest on it from the date that it declined his section 75 claim until the date of payment. I'm not persuaded that it would be fair or reasonable in these circumstances for me to require it to take any other action in response to Mr B's complaint".

Subject to any further comments or evidence that I received from Mr B and Tesco Bank, my provisional decision was that I intended to uphold this complaint in part. Tesco Bank hasn't responded to my provisional decision but Mr B has asked if it makes a difference that he had a plumber open the ceiling below the shower to check if the siphon could be repaired or replaced and he also said that it's not fit for purpose.

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.

Mr B has asked if it makes a difference that he had a plumber open the ceiling below the shower to check if the siphon could be repaired or replaced and he also said that it's not fit for purpose. Mr B hasn't provided any evidence from the plumber to show that the plumber said that the siphon wasn't fit for purpose but, even if he had provided that evidence from the plumber, I don't consider that it would make a difference to the findings that I set out in my provisional decision.

For the reasons that I set out in my provisional decision: I'm not persuaded that there's enough evidence to show that the bathroom fittings weren't of satisfactory quality when they were bought by Mr B, taking in to account the price that he paid for them, or that there's been a breach of contract by the supplier of the bathroom fittings; and I consider that Tesco Bank's offer to refund the cost of the bathroom fittings is a fair and reasonable response to the issues with the fittings and I'm not persuaded that it would be fair or reasonable for me to require Tesco Bank to pay for the bathroom to be refitted.

Putting things right

I find that it would be fair and reasonable in these circumstances for Tesco Bank to take the actions described in my provisional decision and as also set out below.

My final decision

My decision is that I uphold Mr B's complaint in part and order Tesco Personal Finance Limited, trading as Tesco Bank, to:

1. Pay to Mr B the £797.79 that it offered to him to reimburse him for the cost of the bathroom fittings.
2. Pay interest on that amount at an annual rate of 8% simple from the date that it declined Mr B's section 75 claim to the date of settlement.
3. Credit to Mr B's account the £100 compensation that it offered him, if it hasn't already done so.

HM Revenue & Customs requires Tesco Bank to deduct tax from the interest payment to be made to Mr B. Tesco Bank must give Mr B a certificate showing how much tax it's deducted if he asks it for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 June 2025.

Jarrold Hastings
Ombudsman