

The complaint

Mrs E has complained that Bank of Scotland plc trading as Halifax unfairly declined her claim under section 75 of the Consumer Credit Act 1974.

What happened

Mrs E bought some garden furniture in May 2024 from a third party merchant, who I will call 'M', using her Halifax credit card.

She's explained she specifically chose it as it was low-maintenance, only requiring washing-up liquid, and advertised with items such as bottles and crockery placed directly on its surface. She says there was no inference any protection would be needed. However, it scratched significantly, after very little use.

Mrs E raised a claim with Halifax under section 75. It arranged an independent inspection of the furniture, but the report concluded there wasn't a defect; rather, the damage was consistent with accidental damage.

One of our investigators looked into what had happened, but thought Halifax had behaved fairly in how it had handled the section 75 claim.

Mrs E disagreed, and said the furniture wasn't fit for purpose. She's explained she'd never have bought it if she thought she'd need to use a cloth or tablemats.

The complaint's now been passed to me.

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.

Having done so, I'm not upholding it. I know this will be disappointing for Mrs E, but I'll explain why.

Under section 75, Halifax could be held liable, as if in M's shoes, if the goods were misrepresented, or there was a breach of contract. What I need to decide is whether Halifax considered Mrs E's claim fairly, and I'm satisfied it did.

As regards misrepresentation, there would need to be a false statement of fact, which induced Mrs E into entering into the contract. Here, this would be regarding the durability of the furniture. Similarly, any breach would be in respect of an implied term as to the quality of the goods, or that the goods didn't conform to their description.

Accordingly, I've looked at what Halifax did to investigate these issues, and I can see it commissioned an independent report. The report didn't find an issue with the furniture's manufacture. Rather, it considered the damage to be accidental. I don't think it was unfair for Halifax to rely on an independent report.

I'm aware that Mrs E feels M has deleted negative reviews from its website. However, this isn't something for which I could hold Halifax responsible. This is limited to its liability under section 75 – and I'm satisfied it investigated the section 75 claim fairly.

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 Mrs E to accept or reject my decision before 16 September 2025.

Elspeth Wood
Ombudsman