

The complaint

Ms B complains that Bank of Scotland plc trading as Halifax hasn't refunded a payment she made using her credit card.

What happened

In 2022, Ms B paid a company to manufacture and install railings and a gate at her property. She paid for it in part using her Halifax credit card. She says the work was substandard, but the company has since dissolved. She raised a claim for a refund with Halifax under section 75 of the Consumer Credit Act 1974 ("section 75").

Halifax requested additional documentation from her such as a copy of the invoice and evidence demonstrating that the work had not been completed to a satisfactory standard. Ms B complained to Halifax about the lack of progress on her section 75 claim and the poor service she had received throughout the claims process. Halifax responded to say it was still willing to consider her section 75 claim, but she had not provided the documents and evidence it had requested. It did however agree to pay her £35 compensation as it accepted that certain calls between its call handlers and Ms B could have been dealt with better.

Ms B remained unhappy that Halifax wouldn't uphold her claim as she felt she had provided everything that was necessary. She referred the complaint to this service.

Our investigator didn't recommend the complaint be upheld. She didn't think Halifax had acted unfairly in not refunding Ms B. She said that Ms B had not provided sufficient evidence to demonstrate the quality of the work by the company was poor, such as an independent expert's opinion as requested by Halifax. Without evidence to show what the issues with the work were, she didn't think Halifax had acted unfairly in not refunding her.

Ms B then provided the investigator with a copy of an independent inspection on the quality of the work. However, Ms B insisted that this report not be shared with Halifax. Our investigator said that it is in order for the section 75 claim to be fairly considered, Halifax ought to be able to review the inspection report. Ms B reiterated that she did not want Halifax to see it and asked for an ombudsman to review her complaint. It has therefore been passed to me for 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.

The general effect of section 75 is that if Ms B has a claim for breach of contract or misrepresentation against the company she bought goods from, she can bring a like claim against Halifax (as the provider of credit for that purchase). There are other criteria that also have to be met in order for a section 75 claim to be made. For completeness, I'm satisfied those criteria are met here.

Ms B says there was a breach of contract by the company because the standard of work

was poor and the gate and railings were not of satisfactory quality. However, I've not seen that she's provided anything to Halifax to persuasively substantiate these claims.

I accept she has provided a communication from the online platform that she used to originally source the services of the company. This online platform appears to have provided Ms B with a £1,000 refund of what she paid as it was satisfied that the work carried out by the company was not satisfactory. However, it is not clear on what basis it reached this conclusion.

From what I've seen, Ms B has not provided Halifax with anything else, other than her assurances, that the work was not of a satisfactory quality. I don't consider this one email from the online platform to be sufficient to say Halifax ought reasonably to have provided her with a refund of what she paid. The email from the online platform makes no reference to why it reached the conclusion it did (about the quality of the workmanship) or what it did to establish the quality of the work. It's possible it simply offered a refund because the company did not defend any complaint the online platform raised. I don't think it was unreasonable for Halifax to ask for a more detailed, expert opinion on the quality of the work before it would consider a refund.

Ms B has provided this service with a copy of an inspection report completed by a specialist. However, as Ms B has refused for this to be shared with Halifax, I can't fairly say that the contents of this report should be used to determine whether Halifax ought to refund her. This is because Halifax haven't had the opportunity to review the content of the report and provide any counter representations.

My role is to determine whether Halifax acted fairly and reasonably when it reviewed her claim and subsequent complaint. Ms B didn't provide Halifax with the report during the claim and complaints process so it couldn't have taken that into consideration when dealing with her. I can't reasonably conclude that Halifax ought to have provided her with a refund based on a report that it hasn't seen and had the opportunity to comment on.

I'm not therefore persuaded that Ms B did enough to demonstrate to Halifax that there was a breach of contract by the company for which Halifax ought to be jointly liable for. For that reason, I don't think Halifax acted unfairly or unreasonably in not providing her with a refund for what she paid.

I note Halifax appears to still be willing to consider her section 75 claim further if she is prepared to provide it with the evidence it has requested, such as the independent inspection report she has had commissioned. If Ms B wants Halifax to do this she should contact it directly and provide it with a copy of the report.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 6 August 2025.

Tero Hiltunen
Ombudsman