

## The complaint

Mr S complains that The Co-operative Bank Plc unfairly declined his Section 75 claim.

## What happened

In November 2022, Mr S bought a high-spec gaming laptop from a supplier I'll call "C"; he paid around £1,100 for it.

Around 18 months later, in May 2024, Mr S' laptop stopped working. Mr S took his laptop to a local high-street repair shop; they diagnosed a problem with the laptop's motherboard and attempted a repair. The repair didn't work, so Mr S took his laptop back to C. Upon inspection, C also diagnosed a fault with the laptop's motherboard and quoted Mr S an amount to repair it.

Mr S, though, felt that such an issue shouldn't occur in a laptop like his after 18 months – and he considered that the laptop wasn't of satisfactory quality when it was supplied. Consequently, Mr S thought C should repair the laptop at no cost to him. C declined. It said that the laptop showed signs of tampering, likely as a result of the repair attempted by the high-street shop Mr S had visited in the first instance. So, Mr S wasn't covered for any repairs – by means of warranty or otherwise.

Given his efforts with C weren't successful, Mr S contacted The Co-op and asked it to help. To assist Mr S, The Co-op considered its obligations under Section 75 of the Consumer Credit Act 1974 ("S75"). It gathered evidence from Mr S and looked at what had happened, but it ultimately didn't uphold the S75 claim. That's because it didn't think there was enough – at that time – to show a breach of contract, or a misrepresentation, had occurred.

Mr S remained unhappy, and he approached this Service for an independent review. An Investigator here considered what had happened; having done so, they didn't think The Co-op had acted unfairly or unreasonably. They said, in summary:

- Without an independent expert report into the nature and cause of the laptop's fault, there wasn't enough persuasive evidence to conclude there had been a breach of contract. In short, the laptop's fault couldn't safely be determined to have been present at point of supply.
- Fundamentally then, in light of the available evidence, The Co-op hadn't unfairly assessed the S75 claim.
- The Co-op could, though, have handled the administration of Mr S' claim better. It hadn't really been clear in the reasoning behind why Mr S' claim was declined. So, it should pay him £100 for the inconvenience.
- If Mr S *could* obtain an independent report which supports his claim that the laptop wasn't of satisfactory quality when supplied, The Co-op should cover the cost of that report.

The Co-op agreed; Mr S, though, didn't – and he maintained his view that his S75 claim should succeed. In support of his position, Mr S explained that both the independent repair shop and C had both diagnosed the same fault; moreover, C hadn't explicitly stated, in its report, that the repair shop had caused any further damage as a result of attempted repair. Additionally, Mr S felt that an unfair burden of proof was being imposed upon him – via The Co-op's request for an expert report – and he considered the test as set out in The Consumer Rights Act 2015 ("CRA"), around durability, to have been misapplied. So, he asked for an Ombudsman's decision.

As no agreement has been reached, Mr S' complaint has now been passed to me to decide.

### **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, while this will no doubt disappoint Mr S, I don't think The Co-op has acted unfairly or unreasonably in relation to his S75 claim. In summary, I agree with our Investigator that there's some valid evidential concern; and I agree too that The Co-op could've handled general administration better than it did. Additionally, though, there's also a crucial point to note: Mr S has told us that his dispute with C is currently the subject of court action, and it seems this information was presented at the time of his claim to The Co-op. He's initiated proceedings against C and, as I understand it, a hearing date is due towards the end of this year or early next year.

What Mr S has brought against The Co-op, under S75, is a "like claim" – essentially putting The Co-op "in the shoes" of the supplier, C. But if Mr S is still pursuing his claim against C directly, through court, then he can't concurrently pursue a "like claim" against The Co-op. Fundamentally, the outcome of Mr S' claim and action against C will impact The Co-op's S75 liabilities. As such, while I know it hasn't made this point itself, it's broadly correct that The Co-op hasn't proceeded with – or indeed upheld – the "like claim" under S75 in any event, given Mr S' ongoing court action against C. If a judgement is obtained via Mr S' court action, whatever the outcome, it's entirely possible that the "like claim" against The Co-op falls away.

Aside from that though, and just broadly speaking here, I don't necessarily disagree with Mr S that a laptop such as his would reasonably be expected to last longer than 18 months without developing the issue it has. It is, after all, a high-spec machine, purpose built for gaming; I think a reasonable person would expect more use of it than Mr S experienced. In any case, the existence of a fault isn't disputed. There is one; it's with the motherboard, and both C and the independent shop Mr S approached initially have diagnosed its existence.

Mr S appears to be well-versed in relevant legislation, like the CRA, so I won't set out all of the provisions. That is other than to say whether goods are of satisfactory quality is determined by reference to whether they meet the standard a reasonable person would consider satisfactory, taking account of matters such as price and description, and includes (among other things) freedom from minor defects, and durability.

As I've said, it's not in dispute that there is a fault with the laptop which does necessitate a repair. Mr S has focussed much of his argument on the durability aspect of the test I've set out above, so I think it worth saying that the durability of computer equipment can be affected by various factors, including heat, electrical and physical damage. Moreover, I noted in some correspondence that evidence of staining to the motherboard appears to have been identified; in my view then, it's viable that accidental damage is also a real possibility. It broadly follows that the fact the laptop developed a fault, after 18 months, doesn't

necessarily mean that it wasn't of satisfactory quality when Mr S bought it.

On the other hand, I don't consider the fact that an independent repairer assessing internal components, and attempting a repair, conclusively indicates that any damage was caused or made worse by such action. It does though, in my view, complicate things. The involvement of a third-party could reasonably create sufficient doubt as to the state of the laptop *before* their work, or it could just as easily point to a customer seeking a more cost-effective means of restoring their laptop to operation.

In any event, putting the doubt over the underlying cause of the laptop's fault alongside what I've said about a "like claim", and how one can't proceed at the same time as Mr S taking court action against the supplier, I don't think The Co-op was wrong not to uphold or proceed with Mr S' S75 claim at the time he presented it. That said, The Co-op could've been much clearer with Mr S in its explanations; it also didn't respond to his complaint, despite telling him to raise one, and I think Mr S could've expected better. To that end, I find the £100 compensation recommended by our Investigator to be a fair and reasonable amount to reflect the inconvenience caused. The Co-op has agreed to pay this, so that's what it should do if Mr S accepts this decision.

As a final point, I'll also mention that I have considered whether Mr S would've been successful in pursuing a chargeback in these circumstances. The chargeback process provides a way for the card issuer – that's The Co-op – to help a customer claim a full or partial refund of the amount they paid on their card, if certain things go wrong with what they've purchased.

The process is mediated by the card scheme whose logo appears on the card in question. For Mr S, I understand this to be Visa. Card schemes set various rules covering things like what situations are eligible for a chargeback, the kind of evidence required, and how long a person has to submit one. I'm satisfied that any chargeback raised here, in Mr S' scenario, would've been out of time under the rules set by Visa. So, I can't conclude that The-Co-op caused

Mr S to lose out by not attempting one.

In closing, even if I am upholding an element of his complaint, what I've set out here will no doubt disappoint Mr S. I am sorry for that; but I hope he understands the reasons for my decision, and why I can't fairly say that The Co-op was wrong not to further pursue his S75 claim in the circumstances.

### **My final decision**

My final decision is that I uphold Mr S' complaint and require The Co-operative Bank Plc to pay Mr S £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 December 2025.

Simon Louth  
**Ombudsman**