

## **complaint**

Mrs R, on behalf of Mr S, is unhappy that Vanquis Bank Limited hasn't upheld his section 75 claim under the Consumer Credit Act 1974.

## **background**

Mr S purchased a TV which had a warranty. The TV suffered damage called screen burn. The retailer said this issue wasn't covered under the warranty, as the manufacturer considered this screen burn to be accidental damage.

Mr S's section 75 claim wasn't upheld by Vanquis. Unhappy with this outcome he referred the matter to our service.

An adjudicator has already looked at this case. Overall he felt that Vanquis hadn't acted fairly by refusing Mr S's section 75 claim. He therefore upheld the complaint. As Vanquis remain unhappy with this view, the matter has now been passed to me to look at.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm satisfied that Mr S has met the criteria for a valid section 75 claim. I now need to determine if Vanquis should be held liable for any breach of contract or misrepresentation by the retailer. I've carefully considered the report provided by the TV engineer. This document is very helpful. It notes the TV suffered screen burn and was uneconomical to repair. The report also explains that this was caused due to a faulty part (T-Con board).

The adjudicator has already explained in previous correspondence that this part is *'...responsible for the driving of the individual LED's. The engineer confirmed that this was pushing the LED's beyond the expected tolerances causing early wear and thus image retention before a reasonable time. As the image retention was due to an outside influence and not consumer use, I have upheld the complaint.'*

On considering everything I agree with the outcome reached by the adjudicator. The issue Mr S has experienced with his TV does appear to have been caused by a faulty part and not accidental damage. It therefore falls within the warranty.

On balance I'm satisfied there was a fault with this product and that Mr S's section 75 claim should be upheld.

## **my final decision**

My final decision is that I uphold this complaint.

Vanquis Bank Limited should –

1. Arrange for the TV to be collected from Mr S at no cost to him;
2. Refund the cost of the TV in full to Mr S, and pay him 8% simple interest to date;

3. Refund the cost of the inspection of the TV, pending confirmation of the payment from Mr S; and
4. Pay Mr S £50 for the inconvenience of this whole matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R, on behalf of Mr S, to accept or reject my decision before 13 April 2020.

Robyn McNamee  
**ombudsman**