

complaint

Mr L complains that HSBC Bank plc will not refund to him the money that he paid for a solar thermal water heating system that he says was misrepresented to him. His complaint is made against HSBC under section 75 of the Consumer Credit Act 1974. Mr L is being helped with his complaint by a representative.

background

Mr L ordered a solar thermal water heating system in August 2008. He paid for part of the cost of the system using his HSBC credit card. His representative wrote to HSBC in July 2013 to say that the system had been misrepresented to Mr L. Mr L was not satisfied with HSBC's response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She was not persuaded that there was enough information to show that there had been a misrepresentation by the supplier.

Mr L's representative says, in summary, that the system was misrepresented to Mr L. In particular it says that the supplier misrepresented that the system does not need direct sunlight, that hot water accounts for a larger part of a customer's bill and that the system will pay for itself in eight to twelve years.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

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 has been a breach of contract by the supplier or a misrepresentation by the supplier which induced the consumer to enter into the contract. To be able to uphold Mr L's complaint about HSBC under section 75 I must therefore be satisfied that Mr L entered into the contract for the system as a result of one or more misrepresentations made by the supplier.

Mr L has told the adjudicator that he bought the system because he was told that he would get a return after ten years but that, although he has made savings, the system was a poor investment. Much of his complaint is based on a generic report about solar thermal water heating systems that has been provided by his representative.

I am not persuaded that there is enough evidence to show that the supplier did represent to Mr L that the system would pay for itself in eight to twelve years. The marketing literature to which his representative refers says that: *"[the system] will generally pay for itself in about 8-12 years (depending on hot water usage)..."*. I do not consider that to be a representation to Mr L that his system would pay for itself within twelve years.

Nor am I persuaded that there is enough evidence to show that the other statements that were made to Mr L - particularly those relating to the need for direct sunlight and hot water usage - were untrue. I therefore do not consider those statements to have been misrepresentations.

For these reasons, I am not satisfied that Mr L entered into the contract for the system as a result of one or more misrepresentations made by the supplier. As such, I do not consider that it would be fair or reasonable for me to require HSBC to refund the cost of the system to Mr L or to pay him any other compensation.

my final decision

My decision is therefore that I do not uphold Mr L's complaint.

Jarrold Hastings
ombudsman