

## **complaint**

Mr H complains that Lloyds Bank plc will not refund £2,000 he paid, using his Lloyds Bank credit card, for plumbing materials, which he says he did not receive. He brings his complaint under section 75 of the Consumer Credit Act 1975.

## **background**

In July 2013, Mr H engaged a plumber to do some plumbing work on his property. The plumber took him to a plumbing supplies shop and said he would have to pay in advance for the boiler and other supplies that were required. Mr H paid the shop £2,000 using his Lloyds credit card. He says he did not receive any invoice or receipt at the time, or take away any goods. When he tried to obtain the goods later from the shop, the shop maintained these had all been delivered, either to Mr H or to his plumber.

Mr H complained to Lloyds. It tried to chargeback the transaction to the shop's bank. However the shop's bank resisted this. It produced statements from the shop and the plumber saying that Mr H had taken some of the goods on the day he made the payment, and the rest had been delivered to the plumber a few days later. The plumber said he had delivered the rest of the goods to Mr H's property, and started to install the goods there, but then left when Mr H refused to pay him.

Mr H said that the plumber was a business partner of the shop and so his evidence was biased and not credible. Mr H said he had bought replacements for all the goods elsewhere, and had the work done by another plumber. He produced receipts which matched some of the goods, and a gas certificate and letter signed by the other plumber. This confirmed that he had accompanied Mr H to buy some (unspecified) plumbing materials which he had then fitted as per the certificate.

Having had its attempted chargeback refused twice, Lloyds did not consider it could take this further. It considered whether the shop was in breach of its contract with Mr H, or had made any misrepresentation, for which the bank was liable to Mr H under section 75. However, it concluded that Mr H had not supplied sufficient evidence to prove this.

Our adjudicator did not recommend that this complaint should be upheld. She said that a claim under section 75 could only be made in respect of single items to which the supplier had attached a cash price above £100 and not exceeding £30,000.

There were only two such items in the list of goods produced by the shop – a boiler and some copper tubes. Mr H had not been able to produce a receipt for the replacement boiler he said he had to buy; and the replacement copper tubing was bought only three days after his payment to the shop, so she did not consider he had given the shop a reasonable time to deliver what he had bought.

Mr H responded to say, in summary, that:

- he needed to do the work urgently, which was why he bought replacements so soon;
- the original goods had never been delivered;
- he had paid cash for the replacement boiler, which was why he had no receipt;
- the new plumber's letter confirmed he had witnessed Mr H buying all the plumbing goods from several retailers; and

- he had called the shop when the goods were supposed to be delivered to him but it would not deal with the issue. The original plumber also refused to assist him.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the available evidence and wider surrounding circumstances.

First of all, I consider that Lloyds acted reasonably in attempting to charge back the transaction, twice, when Mr H complained to it. However in the light of the statements produced by the shop's bank I agree there was no reasonable prospect of taking this procedure further.

Section 75 is technical in its operation, and it is not every use of a credit card that will make the issuing bank liable to refund its customer. For the reason mentioned by the adjudicator, of the goods totalling £2,000 listed by the shop, a claim under section 75 could only apply to the boiler, and to copper tube valued at £120. While I have noted all that Mr H has said:

- the shop and the original plumber have both produced statements that the goods were received by Mr H;
- the statement by the new plumber is vague as to what plumbing materials he saw Mr H buy;
- Mr H has not produced a receipt for a replacement boiler; and
- although he has produced a receipt for the purchase of some copper tubing, the cost of this was only £50. So I cannot be sure this was a replacement for the original tubing.

All in all, I am not persuaded that there was any breach of contract or misrepresentation by the shop for which I should require Lloyds to compensate Mr H under section 75.

### **my final decision**

My decision is that I do not uphold this complaint.

Lennox Towers  
**ombudsman**