

## **The complaint**

Mr E complains that HSBC UK Bank Plc rejected his claim under section 75 of the Consumer Credit Act 1974.

## **What happened**

In July 2022 Mr E purchased some LVT flooring from an online supplier and paid using his HSBC card. Mr E purchased 34 packs of LVT at £44.47 per pack less 10% discount, plus some underlay. The total cost was £1743.23.

The flooring was fitted by a contractor chosen by Mr E. Within 6 months, Mr E experienced issues with the boards chipping, the top layer delaminating and the joins separating. He also found that the flooring scratched easily.

Mr E complained to the supplier but was unable to resolve matters. He contacted HSBC to raise a claim under section 75 of the Consumer Credit Act 1974.

HSBC reviewed the information provided by Mr E in support of his claim. It said it couldn't agree a refund because the cost of each individual pack of flooring was below the minimum single value limit of the relevant legislation. It also said there appeared to be a difference of opinion between Mr E and the supplier as to the cause of the issue and said that Mr E hadn't provided any evidence that there was a fault with the LVT flooring.

Mr E was unhappy with the response and brought his complaint to this service. He said he thought that the flooring was of poor quality and not fit for purpose.

Our investigator didn't uphold the complaint. She said that without independent evidence that the tiles weren't of satisfactory quality, it wasn't possible to say that they weren't fit for purpose after six months.

Mr E didn't agree so I've been asked to review the complaint.

## **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.

In certain circumstances, section 75 gives a consumer a right to claim against a supplier of goods or the provider of credit if there's been a breach of contract or a misrepresentation.

In order to uphold Mr E's complaint, I would need to be satisfied that there's been a breach of contract or a misrepresentation and that HSBC's response to the claim under section 75 wasn't fair or reasonable.

Mr E hasn't said that there's been a misrepresentation, so I've focussed on whether there's been a breach of contract.

The relevant law says that goods must be of satisfactory quality and fit for purpose at the point of supply. If this isn't the case, then a breach of contract can be said to have occurred and I'd expect the supplier to put things right by offering a repair or a refund, depending on the circumstances of the case.

The relevant law says that the quality of goods includes their general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

Mr E has said that the flooring began to deteriorate within the first 6 months of installation. He's provided photos showing that the boards have separated. I've looked at these and I agree that there appears to be an issue with the flooring.

I've reviewed the correspondence between Mr E and the supplier. The supplier refers to the manufacturers concerns with regards to how the floor has been fitted. It said that the fitting instructions which were supplied with the flooring state that a 6mm expansion gap is necessary. The supplier said that Mr E had advised them that a 4mm expansion gap had been left. The supplier also referred to the fitting instructions stating that kitchen cabinets should not be installed directly over the floor. The supplier said that the way the flooring had been fitted was the cause of the issues Mr E was experiencing, because the floor had not been able to move freely.

I've also reviewed the letter from the contractor who installed the flooring for Mr E. This states that a minimum gap of 6mm was left around the perimeter.

Mr E has acknowledged that the kitchen was installed over the flooring.

The only way to be certain about the installation gap – as well as other aspects of the installation and other factors which might have affected the performance of the flooring - would be if the floor was independently inspected. The contractor used by Mr E wouldn't be classed as independent for these purposes so it would need to be a third-party flooring specialist who carried out the inspection and provided a report.

At present there isn't an independent report.

Mr E says that the flooring isn't of satisfactory quality. The supplier – supported by the manufacturer – says that the flooring hasn't been fitted correctly, and that it is the installation which has caused the issues. Taking everything into account, I don't think there's enough evidence to show that the flooring has a manufacturing defect or to persuade me that the flooring wasn't of satisfactory quality when it was supplied.

In the circumstances, I'm unable to say that HSBC acted unfairly or unreasonably when it rejected the claim under section 75.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 15 January 2024.

Emma Davy  
**Ombudsman**