

## **The complaint**

Mr T complains about Lloyds Bank PLC's decision not to give him a refund in respect of two transactions he made using his credit card.

## **What happened**

Mr T contacted Lloyds in January 2023 about payments of £4,250 and £4,750 he made to a company I'll call 'B' in December 2022, using his Lloyds credit card. The receipts Mr T received from B show that the product purchased was described as 'honey wholesale' and 'wholesale honey'.

Lloyds raised a chargeback, but they didn't take it further because Mr T couldn't provide them with required documentation and information about the transaction. Lloyds then opened a claim under section 75 of the Consumer Credit Act 1974 ("section 75"). However, they didn't accept the claim as Mr T hadn't been able to send them a copy of the contract between himself and the merchant.

Our investigator didn't recommend the complaint should be upheld. He said Lloyds had acted correctly by not raising a chargeback and that there was no valid section 75 claim.

Mr T didn't agree and so the complaint has been passed to me for a decision.

## **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, I'm satisfied that Lloyds acted fairly in considering Mr T's dispute.

Mr T's submission to us was that he had paid an individual for building work to be carried out on his property and that this wasn't carried out correctly. However, the receipts he has sent to us as part of his evidence shows that the payments were made to B, not to the individual that Mr T has named, and that these payments were for honey.

I've looked at Lloyds' notes for this dispute and can see under an entry in March 2023 that Mr T told them he bought honey to give to family and friends for Christmas. I've also seen a copy of an e-mail between Mr T and Lloyds where he says that the product bought was 'written wholesale honey symbolically'.

I think there are unexplained inconsistencies in Mr T's testimony around what the transactions were for. And I've not seen sufficient evidence that the payments he made to B with his credit card were for a contract with the individual for building works to be carried out, or that there is any link between this individual and B.

I accept it's possible the contract with the individual was verbal and indeed that's what Mr T told Lloyds. But, bearing in mind the inconsistent testimony about the nature of the transactions and the receipts showing that these were made for an entirely different purpose to what Mr T has claimed in his submissions to us, I'm not satisfied that Lloyds acted

unreasonably in declining his section 75 claim and in deciding not to raise a chargeback.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 March 2024.

Daniel Picken  
**Ombudsman**