

## **The complaint**

Mr L has complained about the quality of a tablet he bought using his credit card supplied by Lloyds Bank PLC ("Lloyds")

## **What happened**

Mr L bought a tablet in November 2017 using a credit card supplied by Lloyds.

Mr L tells us that around six months after he bought the tablet, he discovered dust particles underneath the camera. He says although there was no noticeable impact on the camera function initially, over time, the image quality got worse. He says the battery life also became weak and there were issues with overheating too. He said when he contacted the manufacturer, it said there would be charge for a replacement as, by then, the tablet was over 12 months old. As he couldn't resolve this directly with the manufacturer, he contacted Lloyds in November 2019.

Lloyds told him he needed to get an independent report. Mr L says this took some time because of the pandemic, but he eventually managed to get this to Lloyds in November 2022.

Lloyds rejected the claim and sent a final response letter in November 2022. In summary it said whilst it appreciated the issues with the battery life and overheating, the independent report obtained by Mr L didn't support the claim that there was an inherent manufacturing fault with the tablet. It reimbursed him for the report and offered £30 for poor service when it referred incorrectly to an item on a separate claim.

Unhappy with Lloyds' response, Mr L decided to bring the complaint to our service. Our investigator looked into things but didn't think there was sufficient evidence to uphold the complaint. She noted the independent report, but ultimately concluded there wasn't enough evidence to say the issues Mr L was experiencing with his tablet was a manufacturing fault. The investigator explained that the report Mr L obtained was five years after purchase and there wasn't sufficient evidence to say the faults were there, at the time of purchase, and so she didn't make any recommendations.

Mr L didn't agree. In summary, he thinks the issues with the tablet, along with the independent report and initial contact with the manufacturer shows that there is a manufacturing fault with the tablet. He considers that the product should be fit for intended use for at least six years so feels he should be refunded.

As things couldn't be resolved, the complaint has been passed to me to make 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.

Section 75 of the Consumer Credit Act 1974 is relevant here. It protects consumers who buy

goods and services on credit. It says, in certain circumstances, the finance provider is legally answerable for any misrepresentation or breach of contract by the supplier.

The Consumer Rights Act 2015 (CRA) is also relevant. It implies terms into the contract that goods supplied will be of satisfactory quality. The CRA says that the quality of the goods is satisfactory if they meet the standard a reasonable person would consider satisfactory – taking into account the description of the goods, the price or other consideration for the goods (if relevant) and all other relevant circumstances. Satisfactory quality also refers to the durability of the goods.

The CRA says that any fault that appears within six months of supply is considered to have been present at the point of supply – unless there's evidence to the contrary. After six months it's for Mr L to show that any faults found are likely to have been present from the outset.

In this case the tablet was new when Mr L bought it. So, it should have been free from even minor defects and been durable. Given the issues appeared to have happened after six months and weren't reported to the manufacturer first until around a year and a half later, I'd need to see sufficient evidence from Mr L to demonstrate the tablet wasn't of satisfactory quality, when it was sold to him, in order to say there'd been a breach of contract.

So, I've gone on to think about the evidence supplied by Mr L relating to the diagnosis of the problem from the independent report. Whilst I appreciate the report "verifies" that there are problems with the tablet, the report itself doesn't state that the issues were inevitable from purchase or likely to have been present at the point of sale. And so, there's insufficient evidence from this report, for me to conclude that the problems mentioned were present or developing at the point of sale.

Mr L also mentioned he'd contacted the manufacturer who he says agreed the tablet was faulty. Again, I haven't seen any evidence from the manufacturer to say the tablet was faulty at the point of purchase or that there was an inherent fault with the tablet.

While I can understand why Mr L was disappointed, given the time taken for the faults to manifest, I've not unfortunately seen enough evidence to demonstrate the tablet wasn't sufficiently durable or that the faults mentioned were something that made the tablet of unsatisfactory quality when Mr L bought it.

I've also noted Mr L has mentioned he should be covered for six years. There is legislation in England and Wales that relates to there being a limitation on making certain claims within six years.

But the legislation that's most relevant here – the CRA – doesn't say that goods purchased by consumers should be covered for six years.

I think it's fair to say that sometimes with electronic goods, its possible certain components reach the end of their life expectancy before others – something which can vary significantly based on a number of factors, including the frequency with which they're used and the environment they're used in. I can't say for sure what caused the faults with Mr L's tablet. But, given the time it took for the faults to occur as well as the lack of persuasive evidence as to the cause, I'm not persuaded the device supplied was of unsatisfactory quality – either when supplied or on the grounds of durability. As a result, I cannot fairly require Lloyds to do any more.

Whilst I sympathise with Mr L's situation, I have to weigh up all of the evidence and having done so, I don't find there's sufficient evidence of a breach of contract for which Lloyds

would be liable for under Section 75. This means I can't fairly require Lloyds to provide a refund or do anything further.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 October 2023.

Farhana Akhtar  
**Ombudsman**