

## **The complaint**

Mr L is unhappy with the response from TSB Bank PLC (TSB) following a complaint he made.

## **What happened**

In 2011 Mr L purchased solar panels. He says he was told at the time that the panels would provide an income from the Feed in Tariff (FIT) payments and reduce his energy bills. He also said he was told he would receive a warranty from the installer.

In April 2023, Mr L contacted TSB, as he felt he had been mis-led about the benefits of the panels and as the installer was no longer trading his system did not have the benefit of any warranty. TSB issued a final response saying Mr L had not complained in time.

Mr L was unhappy with this and asked this service to review his complaint. Our investigator explained that he didn't think he could ask TSB to do anything further. The way Mr L had paid, meant there was nothing he could ask TSB to do.

As Mr L didn't agree, the case 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.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered to have been good industry practice at the relevant time.

I understand that Mr L feels that he was mis-led about the benefits of his solar panels. But what I need to decide first is whether he has any recourse to TSB for this.

Mr L feels that TSB should take responsibility for the misrepresentations and other actions made by the installer at the point of sale. So, I've considered if Mr L has a valid complaint under s75 of the Consumer Credit Act 1974 ("the CCA").

### Section 75

The general effect of s75 makes the provider of any credit jointly and severally liable where there is a case of misrepresentation or breach of contract by the supplier of goods or services financed by the credit, provided certain conditions are met.

One of the conditions is that there is a direct relationship between the debtor, the creditor and the supplier. This is sometimes referred to as a debtor-creditor-supplier (D-C-S) relationship, and the formal wording is set out in s12 of the Consumer Credit Act 1974. A D-C-S relationship refers to the arrangements that need to exist between the relevant parties to enable a claim to be made under s75.

So, for Mr L to complain under s75 of the CCA, he would need to be able to show that he paid by credit, either arranged by the supplier of his panels or via a credit card. Mr L has confirmed he paid for his panels using a cheque, so there is no DCS link there. So, I can't ask TSB to do anything further about Mr L's claim under the CCA.

As I don't consider Mr L can claim under s75, I haven't gone on to consider whether or not he made his claim in time.

#### Other Options

For completeness I've also considered if there were any other avenues TSB could have used to help Mr L get his money back. There are other processes that can help a consumer reclaim their money if they feel their goods have been mis-represented. However, payment made by cheque, is not covered by any of these arrangements. And in any event, Mr L would be out of time for any such action even if he had used different payment methods. So, whilst I sympathise with Mr L I cannot fairly ask TSB to do anything further in this instance.

#### **My final decision**

For the reasons given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 April 2024.

Sarah Holmes  
**Ombudsman**