

## **The complaint**

Miss G complains about the way in which Lloyds Bank PLC handled her section 75 claim.

## **What happened**

Miss G instructed solicitors to act for her in a court case following a dispute with her neighbour. She made four payments to the solicitors, three of which were made using her Lloyds credit card.

Miss G says that she received poor service from the solicitors. She says they requested monies on account from her and then left her without representation immediately before the court hearing.

Miss G raised a section 75 claim with Lloyds, seeking a refund of the total sum she'd paid to the solicitors.

Lloyds declined the section 75 claim. It said it had received a full response from the solicitors and didn't think the charge for services could be disputed.

Miss G complained to Lloyds. She was unhappy about the outcome of the section 75 claim. She was also unhappy with the service provided by Lloyds because she didn't receive call-backs and she felt the reasons for declining the section 75 claim hadn't been properly explained to her.

In its final response, Lloyds said it stood by the decision to decline the section 75 claim. It said it was unable to identify a breach of contract on the part of the solicitors because they had set out the services they would provide and the cost. In relation to the service complaint, Lloyds paid Miss G £100 in recognition of the service she had received when her section 75 claim was being reviewed.

Miss G remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. She said that the solicitors hadn't breached the contract or made a misrepresentation to Miss G about the services they would provide.

Miss G 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 a provider of credit. There can only be a valid claim under section 75 if it can be shown that the supplier (in this case, the solicitors) acted in breach of contract or misrepresented the contract.

The relevant law says that services must be supplied in accordance with the contract and

must be carried out with reasonable care and skill. Miss G has said that she didn't receive the service she contracted for because the solicitors left her without representation at the hearing.

I've reviewed the solicitor's terms and conditions, and I've looked at the correspondence from the solicitors which sets out what the solicitors agreed to do, the charging rates and the estimated costs. The solicitors provided Miss G with a costs estimate of up to £25,000.

From my review of the correspondence from the solicitors, I'm satisfied that the solicitors provide advice to Miss G in connection with the court case. I'm unable to say that there's been a breach of contract by way of any failure to provide legal advice.

I understand that Miss G feels very strongly about the fact that she was left without representation at the court hearing. She's told this service that the solicitors told her that it would cost £700 for them to represent her at the hearing. Miss G said that she became confused about what the monies she had paid on account to the solicitors covered and says that prior to the court hearing there was £600 credit on account. Miss G also says that she knew the cost of representation at the hearing was £700 and acknowledged that the solicitors asked her for this sum several times, but she hadn't paid it.

Miss G says that the solicitors advised her by email that they wouldn't be representing her at the hearing because she hadn't paid the £700 requested. She says that they emailed her the day before a bank holiday weekend, leaving her unable to arrange alternative representation at short notice.

Miss G says that she thinks the solicitors breached the contract by giving her such short notice that they wouldn't be representing her at the hearing. She says they should have given reasonable notice.

I've carefully considered all of the points that Miss G has made. However, I'm unable to say that the solicitors acted in breach of contract when they asked Miss G to provide monies on account. And because she didn't provide sufficient monies on account, I don't think the solicitors acted unreasonably in advising Miss G that they would no longer represent her. In relation to the timing of the solicitors ceasing to act, I appreciate that this was shortly before the court hearing. However, I don't think there's been a breach of contract here. The terms and conditions don't specify a minimum notice period and in the context of not having been put in funds to represent Miss G at the hearing despite several requests, I don't think the solicitors acted unfairly here.

For the reasons I've explained, I don't think there's any evidence to show that there's been a breach of contract or a misrepresentation. So, I'm unable to say that Lloyds acted unfairly when it declined the section 75 claim.

I understand that Miss G will have ongoing concerns about the service she received from her solicitors. If Miss G has already exhausted the solicitors internal complaints process, she may be able to contact The Legal Ombudsman. The Legal Ombudsman is able to deal with complaints about things like poor service, fees and loss of documents.

### **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 Miss G to accept or reject my decision before 21 September 2023.

Emma Davy  
**Ombudsman**