

The complaint

Mr A is unhappy about the way that Barclays Bank UK PLC trading as Barclaycard (Barclays) dealt with his claim under section 75 of the Consumer Credit Act. Barclays did not uphold his claim and Mr A believes he has provided sufficient evidence to demonstrate his claim should succeed.

What happened

Mr A paid for a service on his car using his Barclaycard. Mr A believes the service should have taken around two and a half hours but the tracker he has fitted to his vehicle indicates the car was not in the service area long enough. Mr A has provided details of the car's movement, through the tracker, which he believes shows the car was only in the service area for approximately 40 minutes.

Mr A also refers to having to replace the spark plugs on the car shortly after the car was serviced and while he was having repair work (unrelated to the service) carried out on the turbo. He says that he was told by the second garage that the spark plugs were old and had to be replaced, which Mr A believes supports his assertion that the car was not serviced properly.

Mr A raised a claim with Barclays under section 75 as he considers the failure to carry out the service properly is a breach of contract. Mr A seeks a refund of the £1,187 he paid for the service.

Barclays didn't uphold Mr A's claim and didn't consider there was sufficient evidence to demonstrate the service hadn't been carried out correctly, or that the spark plugs hadn't been changed. Unhappy with Barclays' response Mr A referred his complaint to our service, where it was considered by one of our investigators.

The investigator didn't uphold Mr A's complaint and set out that she didn't consider there to be enough evidence to indicate the complaint should be upheld. She referred to what the servicing garage had said about the service technician having an apprentice and this is likely to have reduced the overall time required to complete the service. The investigator also referred to the possibility of the subsequent turbo failure causing the spark plugs to be replaced shortly after the service.

Mr A did not accept the investigator's conclusions so the complaint has been referred to me for a final review.

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.

First, I'm very aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what

I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Mr A is unhappy that Barclays has declined his claim under section 75. Section 75 says, amongst other things, that in certain circumstances if the debtor has, in relation to a transaction financed by a credit agreement, any claim against the supplier in respect of a misrepresentation and or a breach of contract, then he has a like claim against the credit provider.

I think it's important to set out my role here. In considering a complaint about a financial services provider, I'm not determining the outcome of a claim that a party might have under section 75. Rather, in deciding what's a fair way to resolve Mr A's complaint, I have to take account of relevant law, amongst other things. Section 75 is relevant law and I've therefore taken it into account.

Mr A believes there has been a breach of contract as he believes he has paid £1,187 for a service on his car and he believes the car wasn't fully serviced. In particular, but not necessarily restricted to the point, that his spark plugs weren't changed during the service.

Mr A believes the service should take around two and a half hours to complete but the tracking information on his car shows the car was only in the servicing area for around 40 minutes. Mr A also refers to the fact that he had to pay for new spark plugs within a short time after the service was completed, while he was having separate repairs undertaken. Mr A says that the garage completing the later repairs told him that the spark plugs were old, and this is why they needed replacing.

I am grateful for the time Mr A has gone to in presenting his supporting evidence in this case. I have very carefully considered this and accept that the tracking information appears to show the car was moved into the service area, where it remained for approximately 40 minutes, before being moved again back to a parking area. But this is not sufficient evidence in my view to demonstrate the car wasn't actually serviced correctly, or fully, or that the spark plugs were not changed. It merely indicates that the car was likely in the servicing area for around 40 minutes.

The servicing garage said that the service technician had an apprentice working with him and this would have reduced the time normally taken to carry out the service. This seems plausible in my view and the 40 minutes likely spent in the service area is not sufficiently short to persuade me it is more likely than not the service was not completed, or the spark plugs were not changed.

I have also considered some of the other documentation from the time of the service to see if this indicates the service was not completed fully. For example, the service job card refers to the 'due in' and 'due out' times as 14:30 and 16:30 respectively. The 'service key data' form appears to have been printed at 14:48 (as shown on the bottom of the document). But having considered these carefully they do not indicate the service was not completed fully. The service job card doesn't reflect the actual hours or minutes taken to complete the

service and the 'service key data' form appears to have been printed while the car was in the service area.

I note the servicing garage has referred to the time logged by the technician for the actual work completed on the service but this was not sufficiently short to demonstrate the service could not have been completed by a skilled technician accompanied by an apprentice.

In support of his complaint Mr A also refers to the garage that completed the repair work to the turbo shortly after the car was serviced. Mr A has provided a receipt showing what appears to be parts for the car's turbo, along with replacement spark plugs. The parts invoice is dated just before the invoice for the repairs carried out by the second garage and Mr A says this is because he bought the parts for the garage to fit.

The garage's repair invoice does refer to repairs to the car's turbo and I accept the invoice showing the new spark plugs were purchased might indicate the spark plugs were to be replaced alongside the turbo repairs. However, the spark plug invoice does not include Mr A's name, nor does it include his current address, or the address of the repairing garage, or the vehicle registration.

Our investigator spoke with the garage that completed the turbo repairs but it was unable to confirm that the spark plugs were old when they completed the turbo repairs. So I haven't seen conclusive proof that the spark plugs were old, and therefore not recently changed during the service.

The investigator suggested it may be possible that the turbo failure resulted in damage to the spark plugs which required them to be changed alongside the turbo repairs, even though they were changed recently before during the service. It is possible that the newly replaced spark plugs became damaged and required replacing even though they had been changed recently during the service. But I accept there is no conclusive evidence this is the case. There could be other reasons why the spark plugs were replaced alongside the turbo repairs, but I do not consider it necessary to refer to those here as it would be purely speculation as there is no supporting evidence.

Ultimately, having considered all that has been presented by the parties in this complaint I am not persuaded that there is sufficient evidence to demonstrate the car was not serviced correctly, or that the spark plugs were not changed as they should have been in the service. I therefore don't consider there to be sufficient evidence of a breach of contract, on the part of the servicing garage, and I don't believe Barclays has treated Mr A unreasonably or unfairly by not refunding him the cost of the service.

My final decision

I appreciate my decision will come as further disappointment to Mr A but for the reasons set out above, I do not uphold this complaint against Barclays Bank UK PLC trading as Barclaycard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 24 January 2022.

Mark Hollands
Ombudsman