

The complaint

Mr C complains that Barclays Bank UK PLC trading as Barclaycard rejected his claim under section 75.

What happened

In March 2017 Mr C purchased a boiler from a retailer and paid using his Barclaycard. A third party installed the boiler. Following installation, a fault occurred. Mr C was advised by the manufacturer that the boiler needed to be installed differently and that Mr C would be responsible for the costs because the work required involved raising the floor and going into the walls.

Mr C raised a section 75 claim with Barclays. He said he'd been misled by the supplier because the boiler wasn't compatible with his property.

Barclays rejected the claim. It said the fault was caused by the installation and that the supplier couldn't be held responsible for this.

I issued a provisional decision in which I explained that I hadn't seen any evidence that the boiler wasn't of satisfactory quality or fit for purpose. So I didn't think there had been a breach of contract. I considered whether the supplier had misrepresented the boiler to Mr C but said that there wasn't enough evidence for me to reach this conclusion, because there was nothing to suggest that the supplier had advised Mr C that the boiler was compatible with his current installation.

I looked at the instructions which came with the boiler and said that I wasn't persuaded that they were incorrect, but even if they were, this wasn't something I could hold the supplier responsible for, as the instructions were the manufacturer's instructions.

I invited both parties to let me have any further evidence or arguments they wished to raise.

Mr C responded and said the instructions stated that the boiler could be installed with three wires, and that the supplier had also said this to him prior to him purchasing the boiler. He said the supplier had recommended the boiler as a replacement for his existing boiler and that it should have been a like for like swap over. Mr C said he feels that he was misled by the supplier and he thought the supplier was responsible.

Barclaycard responded and said it accepted my provisional decision and had no further comments to make.

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.

I've taken account of the further comments made by Mr C. But these haven't changed my decision. I remain of the view that there isn't enough evidence here to show that there's been a breach of contract or a misrepresentation. Mr C has asserted that the supplier said

certain things to him but as I have explained in my provisional decision, there's no evidence of these discussions or anything to suggest that the supplier told Mr C that the boiler was suitable for his current installation.

For these reasons – as well as the other reasons given in my provisional decision - I'm unable to uphold the complaint.

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 Mr C to accept or reject my decision before 29 July 2022.

Emma Davy
Ombudsman