

The complaint

Mr C complains that Sainsbury's Bank plc won't refund to him the money that he paid for a car service.

What happened

Mr C used his Sainsbury's Bank credit card in December 2023 to pay £249.92 to an online car maintenance service for his car to be serviced later that month. He says that he'd asked for issues with one of the car's lights, a squeaking fan belt and a shudder on the clutch to be looked at but the light wasn't working and the fan belt was squeaking when the car was returned to him. He says that he was told that he needed to make another booking for those issues to be addressed.

Mr C contacted Sainsbury's Bank to dispute the payment in January 2024 and it made a chargeback claim but the chargeback was defended as the car maintenance service said that he'd received the service. Mr C then made a claim to Sainsbury's Bank under section 75 of the Consumer Credit Act 1974 but it didn't refund the payment to him and its letter to him said that he had the right to refer his complaint to this service.

Mr C complained to this service in June 2024 and his complaint was looked at by one of this service's investigators. Having considered everything, she didn't recommend that his complaint should be upheld. She said that she was unable to conclude that Sainsbury's Bank hadn't dealt with his complaint in a fair and reasonable way.

Mr C didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that he paid for the service upfront and that's not an indication that he accepted the work done and that all he asked for was an invoice with all the items listing what was used to fix the car and what was done. Sainsbury's Bank accepted the investigator's recommendation and says that it has nothing further to add but it confirmed that Mr C received the services and goods paid for and there's no evidence that the replacement brakes on his car weren't fitted and the additional repairs that he'd requested haven't been charged for and the reason for not completing them was explained to him.

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.

If a consumer disputes a card payment, the card issuer may be able to make a chargeback claim to the merchant under the relevant card scheme to try to settle the dispute. There's no right for a consumer to require that a chargeback claim be made and the applicable scheme rules set out the disputes that can be considered and the time limits for making a claim. If the right to make a chargeback claim exists under the applicable scheme rules, and if there's a reasonable prospect of success, I consider it to be good practice for a chargeback claim to be made.

Mr C disputed the payment that he'd made to the car maintenance service and Sainsbury's Bank made a chargeback claim but it was defended as the car maintenance service said that he'd received the service. It provided a service sheet showing that the car had been serviced and which says: *"needs new fan belt, needs new clutch kit, needs investigation on why the output of light is not to it full capacity, this needs more time as customer needed [vehicle] back same day we need to rebook him in for investigation"*.

I consider that Sainsbury's Bank acted correctly by making a chargeback claim but I don't consider that it was required to take any further action about the chargeback after it had been defended by the car maintenance service or that it acted unfairly or unreasonably by not taking any further action.

Mr C then made a claim to Sainsbury's Bank under section 75. In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr C's complaint about Sainsbury's Bank, I must be satisfied that there's been a breach of contract or misrepresentation by the car maintenance service and that Sainsbury's Bank's response to his claim under section 75 wasn't fair or reasonable. I'm not determining the outcome of Mr C's claim under section 75 as only a court would be able to do that.

The car maintenance service provided a service sheet showing that the car had been serviced and the invoice for the payment that Mr C made shows that he paid for an interim service and for the front brake pads and discs to be replaced. The additional work that Mr C has described in his complaint form wasn't completed but no charge was made for that work and Mr C was told that he needed to make another booking. He says that another retailer replaced the light bulb in ten minutes, as well as the wiper blades, a few days later and I can see that he paid £36.97 to that retailer.

Mr C asked for evidence that the front brake pads and discs were replaced but no evidence of that has been provided to him. I appreciate the issues that that has caused him but he's not provided any evidence to show that the front brake pads and discs weren't replaced. I'm not persuaded that there's enough evidence to show that there's been a breach of contract by the car maintenance service for which Sainsbury's Bank would be liable under section 75.

Nor am I persuaded that there's enough evidence to show that Sainsbury's Bank has acted incorrectly in connection with the payment that Mr C disputed. I find that it wouldn't be fair or reasonable in these circumstances for me to require Sainsbury's Bank to refund to Mr C the payment of £249.92 that he made to the car maintenance service, to pay him any compensation or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 March 2025.

Jarrold Hastings
Ombudsman