

## The complaint

Mr S complains about the decision taken by MBNA Limited to decline his claim for a refund of a payment he made using his MBNA credit card account.

## What happened

My provisional decision of 11 June 2025 set out the background to this complaint:

*“In July 2024, Mr S contacted MBNA to dispute his payment to C. MBNA contacted C, who said it told Mr S, at the time of purchase, that it could not match a stair rod to his existing flooring.*

*In August 2024, MBNA emailed Mr S to explain why it hadn’t upheld his claim under Section 75 of the Consumer Credit Act 1974 (‘Section 75’). MBNA said that without documentation to show C agreed to match the carpet rod to his laminate flooring, it could not accept that there was proof of any misrepresentation or breach of contract on C’s part.*

*Mr S complained to MBNA, but its decision remained unchanged, so he referred his complaint to our service. Mr S emphasised he believes the fitting of the carpet was an integral part of his contract with C, and added he was charged for more carpet than was required and the fitter didn’t leave behind any unused remnants.*

*One of our Investigators reviewed this complaint but didn’t uphold it. Our Investigator said MBNA had been contacted too late for it to raise a chargeback and its decision to decline Mr S’s claim under Section 75 was reasonable. The Investigator concluded the carpet fitting was not part of Mr S’s contract with C, so it was not liable for any issues arising from the carpet fitting. C was responsible for supplying the items listed on its sales order only, so it wasn’t responsible for supplying the items Mr S complained were missing.*

*Mr S didn’t accept our Investigator’s view of his complaint and asked for an Ombudsman to review it. In summary, Mr S reiterated his recollection that C promised the stair nosing would be installed and his belief that C had breached its contract with him.”*

My provisional decision was then set out:

*“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.*

### Chargeback

*Here, the relevant card scheme rules are set out by VISA, which MBNA has no power to change. Under VISA’s rules, a chargeback must be raised within 120 days of the time Mr S expected to receive the goods or services he paid (which was in January 2020). This time limit had already passed by the time Mr S contacted MBNA to request a refund, it was too late for it to raise a chargeback under VISA’s rules, so I don’t think it did anything wrong in not doing so.*

## Section 75

Section 75 of the CCA sets out that in certain circumstances, MBNA, as the finance provider, is jointly liable for any breach of contract or misrepresentation by the merchant (C) as the supplier of goods and services. However, certain items are excluded from being covered, including "...any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000". Here, the sales order shows Mr S ordered three items which are all over £100— carpet, underlay and grippers. These all meet the limits of Section 75. So, MBNA was obliged to consider claims for the carpet, underlay and grippers.

There's been no argument that there was any misrepresentation about these items, other than Mr S saying C sold him more carpet than was required. However, there is no evidence to suggest C misrepresented the amount of carpet needed failed. There is also no evidence to show C failed to provide the items or quantity of carpet set out in its sales order, so I don't think the evidence shows C breached its contract to Mr S here.

I've seen no persuasive evidence to show a breach of contract or misrepresentation on C's part in relation to the quality or supply of the carpet, underlay and grippers. So, I think MBNA's decision to decline Mr S's claim for these items under Section 75 was a reasonable one.

There are a number of other claims Mr S wished to make that MBNA was not obliged to consider. I'll explain why.

The "fitting service administration" fee (£24) and "making it easy package" (£39) fall outside of the financial limits outlined above, so MBNA was not obliged to consider claims for these items. So whilst Mr S claims the fitting service fee means MBNA should be held liable for the quality of the fitting service, the cost of the administration fee means it falls outside the financial limits and MBNA had no obligation to consider a claim under Section 75 for the fitting service administration. In any event, even if I were to decide a claim could be considered, I don't think it would have been successful as it appears the administration fee was simply for C to arrange for a fitter to attend, which is what it did.

Mr S says stair nosing and door rods were promised by C. Firstly, there is no documentary evidence to support Mr S's testimony that C promised to provide these items, such as a sales order. And even if I were to accept C's testimony that C agreed to supply these items, there is nothing to show they meet the financial limits I have outlined above. So, there is nothing to show Mr S would have been able to make a claim for stair nosing or door rods (if C promised to supply them) under Section 75.

Turning to the fitting itself, Mr S is unhappy with certain elements of this, including that the fitter did not provide the unused offcuts of carpet. I'd like to explain why MBNA had no obligation to consider a claim under Section 75 in respect of the fitting. For a valid Section 75 claim in respect of the fitting against MBNA one of the key requirements is that it funded the agreement with the fitter. However, that is not the case here. So, the conditions for a claim under Section 75 for the fitting have not been met and MBNA was under no obligation to consider a claim Mr S wished to make about this.

I realise my decision will disappoint Mr S but, for the reasons explained above, I think MBNA's decision to decline his claim was a reasonable one."

MBNA accepted my provisional decision but Mr S did not. In summary, Mr S said stair nosing and full installation was promised by C. Mr S said C took full payment for the materials and arranged the fitting so his claim under Section 75 should be upheld.

## **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.

Having done so, my provisional decision remains unchanged. But as Mr S has responded to my provisional decision, I'll briefly address his points.

Mr S says C promised full installation and should be liable under Section 75. As I said in my provisional decision, MBNA had no obligation to consider a claim under Section 75 in respect of the fitting. For a valid Section 75 claim in respect of the fitting against MBNA, one of the key requirements is that it funded the agreement with the fitter. It remains that the fitter was not paid by Mr S using his MBNA credit card so the conditions for a claim under Section 75 for the fitting have not been met and MBNA was under no obligation to consider a claim about this.

The only claim MBNA may have been obliged to consider relating to the fitting would be the "fitting service administration" fee and "making it easy package" – but these fall outside of the financial limits for a valid claim. So, MBNA was not obliged to consider these claims either for the reasons explained in my provisional decision.

Mr S also reiterated C promised him stair nosing. As I said in my provisional decision, there is no documentary evidence to support Mr S's testimony that C promised to provide these items, such as a sales order. And even if I were to accept C's testimony that C verbally promised to supply these items, there is nothing to show they meet the financial limits for a valid Section 75 claim. So, there is nothing to show Mr S would have been able to make a claim for stair nosing or door rods (if C promised to supply them) under Section 75. It follows that MBNA has no liability for any difficulties Mr S faces as a result of these not being installed.

## **My final decision**

I realise my decision will disappoint Mr S, but I have not upheld his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 July 2025.

Victoria Blackwood  
**Ombudsman**