

## **The complaint**

Mr M complains about the outcome of a claim he made to Barclays Bank UK PLC trading as Barclaycard ("Barclaycard") under section 75 of the Consumer Credit Act 1974 (s75) in respect of spray foam insulation that was applied to his property.

## **What happened**

In July 2018, Mr M entered into a contract with a supplier I'll call 'H' for spray foam insulation to be applied into his roof space. He paid a total of £6,250 to H for this with his Barclaycard credit card.

Mr M contacted Barclaycard in 2023 saying that H mis-sold the spray foam as he wasn't advised that installing this would stop him from getting a mortgage or equity release. Mr M told Barclaycard that he had the spray foam removed because of this.

Barclaycard didn't think Mr M's claim should succeed. They said H weren't regulated to provide mortgage advice so were unable to give any guarantees on whether he had any options to release any finance from his property. And they said that H not providing information about this didn't amount to misrepresentation.

Mr M then referred his complaint to our service. One of our investigators looked into what happened but didn't think Barclaycard needed to do anything to put things right. In summary, she felt there was insufficient evidence to show that mortgage lenders in general weren't lending because of the presence of spray foam in properties, or that H would have been aware of any such concerns at the time of sale.

Mr M didn't agree and sent in further evidence which he said supported his claim that mortgage lenders were declining to lend to people because of spray foam that had been installed. Mr M also sent in evidence that he says shows the spray foam wasn't installed correctly by H and had caused a higher than normal level of moisture to be present in his roof space, and that there was a further risk of condensation if the roof wasn't treated.

As the matter remains unresolved, Mr M's complaint has been passed to me to decide.

## **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 would like to acknowledge that I've summarised the events of Mr M's complaint. No discourtesy is intended by this – it just reflects the informal nature of our service. I'm required to decide cases quickly and with minimum formality. But I'd like to assure Mr M and Barclaycard that I've read and considered all their submissions. I will though concentrate on what I think is relevant in my decision. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it. It's because I don't think I need to comment on it to reach what I think is a fair outcome.

When considering what's fair and reasonable, I'm required to take into account; relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

Mr M paid for the spray foam installation using his Barclaycard credit card. His complaint relates to a s75 claim he brought against them. This allows, in limited circumstances, someone buying goods and/or services on credit to claim for a breach of contract or a misrepresentation against their credit provider when there is a like claim against the supplier.

The claim Mr M made to Barclaycard was that H didn't tell him he would have problems getting equity release or a mortgage when they sold him the spray foam insulation. So, I will be considering this aspect in determining whether I think Barclaycard acted reasonably. I mention this because I note that Mr M has more recently presented evidence to us about how H installed the spray foam. That though isn't something that Barclaycard considered when they looked at Mr M's s75 claim, and it won't therefore be something I'll be considering in my decision. If Mr M wishes this to be considered further, he will need to raise this with Barclaycard in the first instance and await their response.

Mr M has said that he was considering releasing equity from his property at the time of the sale, contrary to what our investigator said. I have no reason to doubt Mr M here. I note also that Mr M has sent in various pieces of evidence from several years ago which refers to mortgage lenders not lending to people who have spray foam installed in their property.

However, there doesn't seem to be any evidence that Mr M raised to H that he might be looking to secure of form of mortgage lending in the future. And H potentially omitting information doesn't in and of itself amount to a misrepresentation. In other words, H would likely needed to have said something that was untrue on this issue, and I've not seen evidence that they did so.

I've also seen insufficient evidence that suggests that all lenders at the time of Mr M's sale would be against mortgage lending or that there was well-known common knowledge of a risk of firms not lending. I appreciate that Mr M has sent in historical evidence that does suggest concerns amongst the industry. But each lender will have its own criteria for lending. It doesn't mean that all lenders would have highlighted the spray foam as being a risk at that time.

Given the above, I'm not satisfied that H misrepresented the product to Mr M. It follows that I don't think that Barclaycard were wrong to decline his s75 claim.

**My final decision**

I don't uphold this complaint.

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

Daniel Picken  
**Ombudsman**