

The complaint

Miss T complains that Barclays Bank UK PLC trading as Tesco Bank hasn't refunded a payment she made using her credit card.

What happened

In August 2024, Miss T paid for some glazing for her home using her Tesco credit card. She paid £3,600 to a company I'll refer to as "F". The glazing was installed by a fitter who I'll refer to as "K".

Shortly after installation Miss T raised concerns about the glazing, in summary, that it wasn't what she had ordered. When she was unable to get a satisfactory resolution from F, she contacted Tesco for assistance in getting a refund for what she paid.

Tesco initially attempted to obtain a refund through the chargeback process but said this wasn't possible as the glazing had been installed and could not therefore be returned (a requirement, it said, of the chargeback scheme rules). Further, it said that the contract paperwork showed no discrepancy between what was ordered and what was delivered.

It then considered whether it might have liability under section 75 of the Consumer Credit Act 1974 ("section 75"). However, it concluded that it didn't because the contract for the supply of the glazing was between F and K, not with Miss T.

Our investigator didn't recommend the complaint be upheld. She was satisfied that Tesco had acted fairly and reasonably in declining Miss T's request for a refund and her subsequent complaint. Miss T had also raised concerns about the way Tesco had dealt with her during the claim and complaints process, but the investigator wasn't persuaded Tesco had acted unfairly towards her.

Miss T didn't agree with that outcome, so the complaint has been passed to me for a decision.

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.

Miss T has provided substantive responses and evidence to demonstrate why she feels Tesco has acted unfairly. While I've read and considered everything she has provided, I haven't commented on every point she has made. No discourtesy is meant by this, it simply reflects the informal nature of our service in resolving disputes. I have instead focussed on what I consider to be the key issues to the dispute to help me determine what is a fair and reasonable outcome.

As Miss T paid for the glazing using her Tesco credit card and asked it to assist her in getting a refund, I've considered what actions it took to try to assist her and whether it ought to have done more.

Tesco initially looked to see if it could obtain a refund through the chargeback process. This is a way for certain payment settlement disputes to be resolved through the relevant card scheme. Tesco said that as the invoice detailing what was ordered matched what was delivered, a chargeback would be unlikely to succeed.

I appreciate Miss T says that what is on the invoice from F is not what she ordered. However, what further complicated matters here is that Miss T was not named on the invoice. The invoice was made out to K. If K had given the wrong specification to F, this is a matter between Miss T and K. I therefore agree with Tesco that a chargeback was unlikely to succeed in these circumstances and I don't think it acted unfairly in not pursuing that further. Tesco did also look into whether it had any liability under section 75, and I agree that was a reasonable thing for it to consider.

The general effect of section 75 is that if Miss T has a claim for breach of contract or misrepresentation against the supplier of goods (such as F), she can bring a like claim against the provider of credit for that purchase (in this case, Tesco).

Tesco didn't agree it had any liability under section 75. Having considered the available evidence, I'm satisfied that this wasn't an unreasonable stance for it to take.

I say this because I'm not persuaded that Miss T would have any claim for breach of contract or misrepresentation against F, because she doesn't appear to have a contract with F. It seems that the contract to supply the glazing was between F and K. While I accept Miss T paid the invoice using her Tesco credit card, the contract drawn up by F was made out to K as the recipient of the glazing and it was K that signed the contract paperwork as the customer of F.

Miss T says that she had initiated contact with F to order the glazing and it was F that had sent K to her home to take measurements for the order. She says that the price for the glazing was also agreed with her over the phone, not with K.

From what I've seen, F does not supply glazing directly to the general public, it supplies the trade only. I appreciate Miss T disagrees with that characterisation of their business, however, I've not seen anything to persuade me otherwise. F's website makes it clear that they do not provide installation services or direct sales to consumers, and if any member of the general public contacts it about products it will refer them to installers to arrange ordering and fitting of products.

Miss T has provided a timeline of her communications with F and K to both Tesco and to our service. Having reviewed these, it seems entirely plausible that how F describes their sales operations on their website is exactly what happened in Miss T's case. It was K that took measurements at Miss T's property prior to the order being confirmed and she contracted with K separately for the fitting of the glazing. If the glazing that arrived did not match her specifications or order requirements this is an issue in the communications between K and F, particularly as the contract and invoice for the order is between those two parties and it was K that was supplying the measurements to F.

Although Miss T did agree to pay the cost of the invoice for the glazing, it was invoiced to K, under K's trade account with F. As Miss T doesn't appear to be a party to the contract for the supply of the windows (they were supplied to her fitter, who she contracted with separately), I struggle to see how she could have a claim against F for the items that were supplied. Simply facilitating the payment wouldn't be enough, in my view, to create contractual obligations between Miss T and F.

But even if I'm wrong and Miss T is a party to the contract with F, I can't see that she would

have any claim for a breach of contract against F anyway. This is because it isn't in dispute that what was delivered is what is listed on the invoice. If the original order was given incorrectly to F, this was down to a communication breakdown between K and F, and by Miss T's own admission, had nothing to do with her. The evidence suggests F did supply the glazing it was asked to supply and I haven't seen anything to demonstrate F made any error. Whether Miss T has a separate claim against K or not isn't something Tesco would be responsible for.

For these reasons, I'm satisfied that in declining Miss T's section 75 claim and complaint, Tesco didn't act unfairly or unreasonably.

Lastly, Miss T has raised numerous concerns about Tesco's handling of her request for a refund, section 75 claim and her complaint about the outcome of those investigations. While I acknowledge there was a substantial amount of communication between Miss T and Tesco, I've not seen anything to make me think their handling of the matter overall was particularly poor. It seems much of the detailed communication was because Miss T sought to initiate it, rather than because Tesco were not progressing her claim and complaint in a reasonable manner.

I've seen that Tesco provided Miss T with a reasonably prompt response to her claim and complaint and explained in detail why it did not consider a refund was appropriate. While Miss T feels that Tesco's response had a number of inaccuracies in it, these did not, in my view, make any material difference to the overall conclusion that Tesco reached. It did not therefore have any meaningful impact on whether she ought to have received a refund or not or prevented her from escalating her complaint to this service.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 20 June 2025.

Tero Hiltunen
Ombudsman