DRN-5536750

The complaint

Mx C complains that Barclays Bank UK PLC, trading as Barclaycard, hasn't honoured an offer it made them in relation to a claim they made on their credit card account.

What happened

Mx C paid for the supply and fit of some blinds using their Barclaycard credit card. Mx C says that the day after the blinds had been installed, the wiring which the blind fitter had stuck onto the veranda had come down. They contacted the retailer (who I'll refer to as "S"), however they said they couldn't come out to fix it until around three weeks later. During the three weeks, Mx C sought the opinion of other installers who were recommended to them by the blind manufacturer. Mx C says they were told that the installation had numerous faults, and because of this, they didn't want to risk the installers coming back to their property, as they were concerned they might cause further damage.

Unable to resolve matter with S, Mx C contacted Barclaycard to make a claim under Section 75 of the Consumer Credit Act ("Section 75").

Mx C says that Barclaycard made them an offer in full and final settlement of their claim, which they accepted – this was for £31,520.39 to cover the cost of replacing the blinds, veranda posts and patio and the cost of an independent report. Since acceptance, Barclaycard has withdrawn this offer, citing that it made a mistake and shouldn't have offered this much. It has since paid Mx C £15,134.64, which covers the cost to replace the blinds and it provided them with £210 on top of this to refund the cost of the inspection.

Mx C is unhappy with the actions of Barclaycard. They say that Barclaycard should pay what it had initially agreed to in full and final settlement of their claim, which was £31,520.39 – they say this amount would put them back in the position they would have been in had S not breached the contract it had with themr. They say that Barclaycard also asked them to complete the works and provide invoices within 120 days, which they didn't think was right. And they say that the telephone conversation they had with Barclaycard regarding the outcome of their claim was too long and caused them to be ill. Mx C says this situation has caused them a lot of distress and inconvenience, at a time when both they and their husband have been unwell.

Barclaycard responded to Mx C's complaint and upheld it in part. It paid Mx C £300 for distress and inconvenience caused to them as it said it shouldn't have put a time limit on Mx C getting the remedial work completed, and it also didn't need to see the invoices for the works. However, it explained that it had made a mistake when it offered Mx C £31,520.39 – and that it had already paid them more than it should have to meet the claim. So, it didn't agree to pay Mx C anything more in respect of their claim.

An Investigator considered the information provided by both parties but, ultimately, they didn't think Mx C's complaint should be upheld. They explained that they didn't think Barclaycard should be liable for any costs relating to the replacement of the posts – that's because this was an optional service and not a requirement to remedy the breach of contract. They also explained that if Mx C's patio was damaged as a result of the optional replacement of the posts, then Barclaycard wasn't responsible to remedy this either. The

Investigator thought the £300 that Barclaycard had already paid Mx C for distress and inconvenience was in-line with what they would have expected.

Mx C provided a detailed response to the Investigator's view. In summary, they asked if it was legal of Barclaycard to have revoked an offer which was accepted in full and final settlement. They explain that their understanding is that once the offer had been accepted, both parties were under a contractual agreement to fulfil it. They also explained why they felt Barclaycard's original offer would have put them back into the position they would have been had the breach in contract not occurred.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

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 considered all of the information available, I'm sorry to disappoint Mx C, but I won't be upholding their complaint.

I have read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I have summarised Mx C's complaint in far less detail than they have. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

In this case, I can see that Barclaycard has accepted liability for Mx C's claim, so I don't think there's any need for me to comment on whether a breach of contract occurred, as Barclaycard has already accepted it has.

What is left for me to decide here is if Barclaycard has done enough to put things right for Mx C in respect of their Section 75 claim, and the amount it has paid to compensate them for the things it says it got wrong.

I'll start by addressing the Section 75 claim. Where it has been established there has been a breach of contract, Barclaycard is liable to put things right for Mx C by remedying the breach of contract.

The Consumer Rights Act 2015, sets out certain requirements that businesses should adhere to when providing consumers with goods or services. It also sets out, where there has been a breach in those requirements, what remedy a business can and should take to rectify the matter; these include the right to repeat performance to the extent necessary to complete its performance in conformity with the contract or the right to a price reduction. In this case, it appears Barclaycard has agreed to pay for repeat performance and to resupply the blinds.

Mx C provided Barclaycard with a copy of an independent report which appears to have been completed by an expert in the field. I can see that Barclaycard, as I would expect it to, has relied on this report when deciding how to settle the claim.

The report provides detail about the issues with how the blinds were fitted, and under a section entitled '*recommendations'* two options are suggested as to what should happen to *"bring the installation to the expectations of the client, as to what had been explained at the point of sale".*

Option one was for '*repair of existing blinds'* at a cost of £10,560.72. Which also included the cost to repair the damage that would be caused to the veranda posts. Option two was for '*replacement blinds'*, at a cost of £15,134.64, which was the cost to essentially replace the blinds and repair the veranda posts.

The report also stated that there was an option for the veranda posts to be completely replaced, which would require the patio to be lifted – this was at an additional cost.

Barclaycard has paid Mx C for option two, and an additional £210 on top of this, to cover the cost of the independent report. I'm persuaded that this is enough to put things right in the circumstances. Barclaycard was only required to remedy the breach, and a repair to the blinds and veranda post would have been sufficient here. Barclaycard has done more than this by also paying for the blinds to be replaced and reinstalled. I note that Mx C also feels that Barclaycard should be liable for replacing the veranda posts and the costs associated with replacing the patio, but I'm not persuaded it needs to do this. The report provided states that this is an 'option', and so not essential to remedying the breach to conform with the contract. And I think it was reasonable of Barclaycard to have relied of the expert's report when deciding how to remedy the breach. It follows that I'm satisfied Barclaycard has done more than enough to remedy any breach of contract. And so I won't be asking it to pay Mx C anymore in respect of the claim.

Mx C's main concern here is that Barclaycard initially offered them substantially more than this, which they say they accepted in full and final settlement of their claim. They've said that this was agreed verbally over the phone and then supported by other agents they spoke to during the course of the claim. And it wasn't until months later that they were told that Barclaycard were no longer going to offer them this amount.

My understanding is that part of Mx C's original complaint was that they felt Barclaycard were wrong to have put conditions into the original offer – for example, the need to provide receipts for the work and to have the work starting within 120 days. So it seems to me, on the face of things that while Mx C accepted the monetary part of the offer, they didn't accept it in full, because they didn't want to, or couldn't have the work commence within 120 days, and they didn't think it fair that Barclaycard wanted receipts for the work. Ultimately then, it doesn't appear the original offer was accepted in full.

Given that Barclaycard's original offer was far more than it was required to offer to remedy the breach, I don't think it was unfair or unreasonable of it to have put conditions into the offer. Given the conditions weren't accepted, I'm persuaded that it wasn't unreasonable of Barclaycard to change the offer. While I accept that Mx C's circumstances meant it wasn't possible for them to have completed conditions of the offer, given the offer was far more than what it was reasonably required to pay, I don't think its actions were unreasonable.

In any event, for the reasons I've already explained, I'm satisfied that Barclaycard has already paid a fair settlement to remedy any breach in contract. And so it wouldn't be fair or reasonable of me to order it to pay the higher settlement.

Mx C has asked me to comment on whether Barclaycard has acted legally in withdrawing an offer that was accepted in full and final settlement. I'm sorry to disappoint Mx C, but it isn't my role to decide or comment on whether Barclaycard has acted lawfully – only a court can decide this. What I can decide is if Barclaycard has acted fairly and reasonably in respect of the claim and what it was required to do to remedy the breach of contract, and for the reasons I've already explained, I think it has done this.

Barclaycard has offered Mx C £300 to compensate them – it's said it has offered them this for incorrect and varying information they received. I'm persuaded this is a fair amount to compensate them for the customer service issues it identified, and it is in line with this Service's published approach to distress and inconvenience awards.

I would like to offer my sympathies to Mx C. I appreciate that they'll find this decision disappointing - I can understand why. They have clearly been through a difficult time recently, and I'm aware that the issue with the blinds installation and having to sort the matter out has caused even more distress to them and their husband. In reaching my conclusion, I don't wish in any way to downplay or disregard the situation Mx C has explained to this Service. But being independent means I have to take a step back and consider what both parties have said. And having done so, for the reasons I've explained, I think Barclaycard has done enough to settle the claim and compensate Mx C for the things it could have done better.

My final decision

For the reasons set out above, I don't uphold Mx C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mx C to accept or reject my decision before 7 November 2025.

Sophie Wilkinson
Ombudsman