

The complaint

Mr W complains Barclays Bank UK PLC trading as Barclaycard unfairly requested further information and won't consider his Section 75 claim without it.

What happened

In February 2024, Mr W bought a laptop from a company I'll call "C", paying in part with his Barclaycard credit card. Mr W says the laptop stopped working in March 2024, so he contacted C to get the laptop repaired or replaced.

Mr W says C declined to help and said he would have to contact the manufacturer of the laptop. Mr W was unhappy with this as he says he bought the laptop through C to avoid the need for contacting other parties if something went wrong.

Unable to resolve the matter with C, Mr W contacted Barclaycard to make a Section 75 claim. He said C's refusal to help, was a breach of contract.

Barclaycard asked Mr W to provide an independent report to show that the laptop was faulty and what the cause of this was. Without this, Barclaycard said it couldn't help further. Mr W was unhappy with Barclaycard's response and said C's refusal to help, was the breach of contract, so it should accept his claim.

Barclaycard didn't agree it had done anything wrong. Without an independent report it said there wasn't evidence the laptop was faulty, so it wouldn't consider his claim further. As a result, Mr W referred his concerns to our service.

One of our Investigators looked into what happened and didn't think Barclaycard had done anything wrong. He said it was reasonable for Barclaycard to ask for evidence to support there was a fault with the laptop.

Mr W disagreed, he said it was C's duty to arrange the repair or replacement, so it's failure to do this was the breach of contract. As agreement couldn't be reached, the 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.

Section 75 of the Consumer Credit Act 1974 ("Section 75") is a statutory protection which says, in certain circumstances, if Mr W paid for goods or services, in part or whole on his Barclaycard credit card, and there was a breach of contract or misrepresentation by the supplier, Barclaycard can be held liable.

There are conditions that need to be met for Section 75 to apply. One of these is that there needs to be a 'debtor-creditor-supplier' (DCS) agreement in place between the parties to the

transaction. The other is that the item purchased must fall within set financial limits. I'm satisfied that Mr W's claim meets both requirements.

Having received Mr W's Section 75 claim, Barclaycard asked for an independent report to show the laptop was faulty and what the cause of this fault was. Barclaycard said that without evidence confirming there was a fault, it couldn't help further. I appreciate Mr W disagrees a report is necessary, but I do think Barclaycard is reasonable in asking for further evidence, before it considers whether it's liable under Section 75. I'll explain why below.

Mr W's claim focuses on C's refusal to repair or replace the laptop. But for Barclaycard to consider whether this was a breach of contract, it would first need evidence that the laptop wasn't of satisfactory quality. Without this, it doesn't have enough to show there's a fault. Only once it has evidence of a fault would Barclaycard be in a position to consider whether C's response to Mr W's request for help was reasonable or if it would be considered a breach of contract.

Mr W has referenced the Consumer Rights Act 2015 (CRA) which is the relevant legislation for considering this complaint. Mr W says Section 23 of the CRA sets out a consumer's right to repair or replacement of goods if they are faulty or do not meet the standards required by this Act.

Mr W says that as C didn't agree to repair or replace the laptop, when he told them of the fault, this is the breach of contract. While I acknowledge it may have been helpful for C to arrange to send the laptop to the manufacturer, rather than asking Mr W to do this, it's important to note that when considering Barclaycard's obligations under Section 75, first Mr W must demonstrate there is a problem with the goods he's purchased. My understanding is, to date Barclaycard hasn't been provided evidence of this beyond Mr W's testimony. So, I think Barclaycard is reasonable in asking for further evidence, as this would confirm if there's a fault and what the cause of this was, such as a manufacturing issue.

Mr W also raised concerns C's refusal to inspect or accept return of the goods, should be considered a contractual frustration. This would be something for Barclaycard to consider as part of Mr W's Section 75, but again I think it's reasonable for Barclaycard to ask for evidence of the fault before it considers whether C's response to Mr W's request for help after the fault developed was a breach of contract.

Should Mr W provide any evidence the laptop is faulty, I would then expect Barclaycard to consider whether there has been a breach of contract. But without further evidence of a fault, I don't think Barclaycard is wrong to say it won't assist further at this stage.

As a result, while I appreciate this answer is likely to come as a disappointment to Mr W, I think Barclaycard fairly considered his Section 75 claim based on the information provided. Barclaycard asked for evidence of the problems with the laptop, and I don't think it's wrong in asking for this, before considering the claim further. As a result, I won't be asking Barclaycard to do anything further based on the information it's been provided to date.

My final decision

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 July 2025.

Christopher Convery

Ombudsman