

## The complaint

Mr D complains Barclays Bank UK PLC (trading as Barclaycard) failed to help him get his money back for a jewellery valuation he was unhappy with.

## What happened

I issued my provisional decision on this complaint on around 31 March 2025. An extract from that provisional decision can be found below, which also forms part of this decision.

*On around 7 May 2024, Mr D paid £130 with his Barclaycard credit card to a jeweller (who I'll call "J") to value two pieces of jewellery for insurance purposes - specifically, a sapphire ring and a bangle with diamonds.*

*Mr D was unhappy with both valuations, for several reasons, including the following:*

- J said the ring was white-gold when in fact it was yellow-gold with rhodium plating.*
- J said the bangle was made from 9 carat gold, but Mr D believes it was 18 carat gold.*
- J said three diamonds on the bangle were 0.25 carats when they were 0.27 carats. Later, Mr D said he thought one of the three diamonds was in fact 0.40 carats.*
- J failed to accurately assess the diamonds' clarity.*

*Mr D thought J had misrepresented its services. He also thought J breached its contract with him because it failed to exercise reasonable care and skill while carrying out the valuation. As J disagreed, Mr D asked Barclaycard to take responsibility under section 75 Consumer Credit Act 1974 (CCA).*

*Barclaycard first raised a chargeback on Mr D's behalf. But after receiving J's defence, it didn't think the chargeback had reasonable prospects of success, so didn't take it further.*

*Barclaycard looked into Mr D's concerns under section 75 CCA, but it didn't think Mr D had sufficiently established a misrepresentation or breach of contract, so declined his claim.*

*When our investigator looked into his complaint, he said Mr D hadn't sufficiently evidenced a breach of contract or misrepresentation and thought Barclaycard had acted fairly. The complaint has now come to me for a decision.*

## What I've provisionally decided – and why

*I've considered all the available evidence and arguments to decide what I feel is fair and reasonable in the circumstances of this complaint. And where it's unclear what's happened, my conclusions are based on what I think is most likely to have happened given the information available.*

*While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've considered everything they've sent, including the submissions sent to me after the investigator's assessment.*

*It's important to note that Barclaycard didn't supply the jewellery valuations. So to decide if it acted fairly, I need to consider its role as a financial services provider only. As Mr D used his credit card to pay J, I need to consider how Barclaycard could have reasonably assisted him through the protections offered by the chargeback process and section 75 CCA.*

### Chargeback

*When someone buys something with their credit card, and something goes wrong, the card issuer can sometimes help them obtain a refund by raising a chargeback on their behalf. There's no obligation for a card issuer to raise a chargeback for a customer – but I'd expect it to do so if a chargeback has reasonable prospects of succeeding. Likewise, if at any point in the process the chargeback looks unlikely to succeed, I wouldn't think it unfair for a card issuer to discontinue the chargeback.*

*The rules governing the chargeback process are set by the relevant card scheme – in this case, that would be Visa. These rules set out strict conditions that must be satisfied for a chargeback claim to be successful. I'd expect a card issuer like Barclaycard to apply the scheme rules correctly and conduct the chargeback process fairly.*

*Visa will only consider certain types of disputes under its chargeback scheme – specifically, those that align with one of Visa's "dispute conditions". The scheme rules that apply depend on what "dispute condition" the chargeback is raised under.*

*It's not entirely clear what dispute condition Visa relied on when raising the chargeback, but I think it's likely it raised the chargeback under the condition "Merchandise/Services Not Received". I say that because it's the dispute condition that most closely aligns with Mr D's claim that he didn't receive the services he paid for*

*Mr D said he paid for an expert service that ought to have resulted in a valuation report that precisely identified the material, purity, and weights of the items being valued. And in support of his claim, he provided various valuations, along with emails from J, supporting that J had not precisely identified the correct attributes of each jewellery item.*

*In defence, J effectively said the service Mr D paid for doesn't include the level of precision Mr D expected – only an estimate. J strongly felt its valuation was reasonable, gave detailed reasons for why it thought so, and reaffirmed it provided the service paid for. Given J's defence, I don't think the chargeback had reasonable prospects of success. I'll explain.*

*I've thought carefully about Mr D's argument that he paid for a certain level of expertise, and if he didn't receive that level, this should be considered as not receiving the service he paid for. However, I cannot see any documentary evidence from Mr D that describes the level of precision he expected was included in what he paid for.*

*Further, even if Barclaycard had taken the chargeback to arbitration, the furthest stage in the chargeback process, I think Visa would have likely interpreted "services not received" more narrowly than Mr D has. In other words, given Mr D received the valuations he paid for, and this isn't a situation where there's a total failure to receive services - Visa would have likely said that he had in fact received services.*

*Additionally, this chargeback condition limits the amount claimable to the portion of unreceived services. But here, Mr D received full valuations (albeit ones he felt had errors). So I think Visa would have also concluded that because he received all parts of the service paid for, there was no unreceived part for which Mr D could make a claim.*

*I've also considered whether Mr D might have otherwise been successful under other dispute conditions. For example, the claim could have been raised under Visa's dispute condition "Not as Described or Defective Merchandise/Services".*

*However, I don't think Mr D had provided persuasive documentary evidence detailing what the service involves, or that the service didn't match its description. So I don't think he had a strong claim. Even if he did, this chargeback condition is similarly limited to the unused portion of a cancelled service. The service here was used and was never cancelled, so a claim under this dispute condition would unlikely succeed either.*

*Following the above, and after carefully considering the specific limitations of the chargeback process, I don't think Barclaycard acted unreasonably by discontinuing the chargeback claim because I don't think the claim had reasonable prospects of success.*

#### Section 75 Consumer Credit Act 1974

*If a consumer buys goods or services on credit, section 75 CCA could make the credit provider equally responsible for a breach of contract or misrepresentation by the supplier.*

*Certain criteria must be met for section 75 CCA to apply. For example, the relevant legislation says section 75 doesn't apply "to any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000..."*

*It's clear Mr D paid J £130 with his credit card to value two items of jewellery. But what's unclear to me is if he paid for two separate valuations, with a separate "cash price" attached to each, or if he paid for a single service to value two items of jewellery. If he paid for two separate services, with each costing under £100, then Mr D wouldn't be able to make a valid claim under section 75 CCA.*

*I haven't seen any invoice that might have clarified the situation. Mr D might have paid for two separate services, given J's website states each valuation costs between £65 and £75. So it might be inferred that he paid for two valuations at £65 each, which would mean neither valuation qualifies under section 75 CCA. Alternatively, Mr D might have negotiated a single two-for-one deal for the valuation of two items at a discount.*

*However, I don't feel I need to make a finding on this because even if Mr D could validly hold Barclaycard responsible under section 75 CCA, I don't think he's done enough to show there's been any misrepresentation or breach of contract. I've expanded on this below.*

#### Misrepresentation

*For a misrepresentation to have occurred, Mr D must show J likely made a false statement of fact that induced him into contracting with J for jewellery valuation services.*

*Mr D says J misrepresented its services because "the service was marketed as thorough and professional based on [J's owner's] extensive experience. This claim influenced my decision to contract his services, but the delivered service failed to meet the described standards, constituting misrepresentation."*

*Mr D appears to have gone on to say that J's owner advertised he had 30 years of experience, those services were represented as "accurate" – he relied on both these statements – and if either were untrue he wouldn't have contracted with J.*

*I've thought carefully about what Mr D said. He hasn't specifically outlined where he found a description of J's services. If he was referring to a description of standards on J's website, I can see there is a limited description for what J offers.*

*The website says J's owner established his own business in 1991. If that's the case, and I have no reason to doubt that it is, then it's true J's owner has over 30 years of experience.*

*The website describes J as being renowned for creating bespoke jewellery, specialising in remodelling old jewellery into new pieces. The overall impression I get from the website is Mr D was dealing with a competent jeweller.*

*Regarding valuations for insurance purposes, as is the case here, the website states:*

*"A jewellery insurance valuation should include a high-quality photo, a detailed description of the item, and an estimated current like-for-like replacement cost. Typically stone type, size, quality, cut and certificate details (if certified) are included."*

*I haven't seen anything in the description here, or elsewhere on the website, that comments on the level of precision a consumer should expect. No doubt Mr D would have reasonably expected the level of precision to be that of a reasonably competent jeweller. However, I'm not persuaded that means, given the complexities of assessing jewellery, that it necessarily means a jeweller needs to be 100% precise.*

*Having considered all the evidence, I haven't seen anything that persuades me there was any false statement of fact made. So I don't find there to be any misrepresentation.*

#### *Breach of contract*

*For Mr D to hold Barclaycard responsible for a breach of contract, he must show that J breached the contract. That could be a breach of the explicit terms of the contract, or terms implied into the contract by law.*

*I haven't seen any explicit contract terms, nor has Mr D sought to rely on any. That said, as Mr D contracted for services, the Consumer Rights Act 2015 (CRA) automatically implies certain terms into the contract that J cannot contract out of.*

*For example – the CRA implies a term into the contract under section 49 that the valuation service is performed with reasonable care and skill. The CRA doesn't define "reasonable care and skill". However, in this context it generally means the degree of care and skill reasonably expected of a jeweller with ordinary competence, skill and experience.*

*If the service provided didn't meet the required standard, Mr D has a right to ask J to perform the service again to the extent necessary to remedy the issues. Or if that's not possible, he can ask for an appropriate price reduction up to the full amount he paid.*

*The key issue for me to consider is whether any of J's alleged inaccuracies amount to a breach of contract because of a failure to exercise reasonable care and skill.*

#### *Ring described as white-gold when it was yellow-gold plated with rhodium*

*J said it listed the ring as white-gold because it looked like white-gold; rhodium-plating on yellow-gold was unlikely because it's rarely done, and J generally didn't have any other reason to doubt the ring's appearance as white-gold.*

*Additionally, J said it would have to remove the plating to test for rhodium, which wasn't specifically requested. And if Mr D's wife had told J it was rhodium-plated, J would have recorded it as such.*

*Mr D said J should have tested to see if it was yellow-gold, but he hasn't provided any expert report in support or any other evidence that best practice requires J to look beyond the appearance of the material.*

*As testing for rhodium may have been disproportionately invasive, and I haven't seen evidence that persuades me that J should have tested for it in the circumstances, I don't find that J failed to exercise reasonable care and skill here.*

#### *Diamonds listed as 0.27 carats instead of 0.25 carats*

*J assessed the weight of three diamonds in the bangle as 0.25 carats each. J said it had to be an approximation based on measuring the diamonds' dimensions, because the only way to have otherwise weighed the diamonds precisely would have involved removing them from the bangle. J didn't think 0.25 carats was an unreasonable estimate based on the limitations.*

*As I haven't seen any evidence of any request to remove the diamonds, I don't think taking measurements to achieve an approximation was unreasonable.*

*The 0.25 carat approximation was around 93% of the agreed diamond weight. Given there would be some margin for error, I don't think the approximation is so far off as to amount to a failure to exercise reasonable care and skill. And even if there was such a failure, J agreed to amend the listed weights to 0.27 carats, so I don't think there's any material loss here.*

#### *Failure to list one diamond as 0.40 carats*

*Mr D says one of the three diamonds in the bangle was 0.40 carats. J said the three diamonds were broadly the same size and refused to upsize one to 0.40 carats. J also said the previous valuation was an "approximation" and implied it might have been wrong.*

*Mr D referenced a previous insurance valuation from the 1990s, where one of the diamonds was listed as 0.40 carats. However, the valuation was undertaken while it was set in his late mother's engagement ring, and not after it had been reset in the bangle.*

*I sympathise with Mr D's concerns that one of the diamonds might have been significantly undersized, which could devalue the bangle. It's a legitimate concern. However, I'm not convinced this is the case. The diamond might have been recut since the original valuation some time ago – for example, to aesthetically fit the bangle. Or perhaps it had changed for another reason.*

*I've also noted that Mr D originally said all three diamonds were 0.27 carats. It was only after his father found the original valuation that Mr D said one of them was 0.40 carats. If one diamond was 0.40 carats, I think it would likely be almost 50% larger than the other 0.27 carat diamonds. If that were the case, I think it's unlikely this would have gone unnoticed – by Mr D, his wife, or the jeweller. But I haven't seen any party comment, before the old valuation surfaced, that one of the diamonds was or appeared larger than the others.*

*In the absence of any recent expert report that says one of the diamonds is 0.40 carats, I'm not persuaded J failed to exercise reasonable care and skill when assessing their weights.*

#### *Bangle stated to be 9 carat gold instead of 18 carat*

*J relied on the bangle's hallmark, which said the gold purity was 9 carat. Mr D says J should have tested for its purity – and if it had, he thinks the bangle would have been found to be 18 carat gold.*

*I've not seen any expert assessment showing the bangle is, in fact, 18 carat gold. I appreciate Mr D says the bangle was made from 18 carat gold jewellery, but he hasn't provided anything from the original jeweller showing the gold ended up being 18 carat.*

*More relevantly, I've not seen anything that indicates best practice requires J to conduct further tests for gold purity when a hallmark already cites the purity level and there was nothing else to indicate the hallmark might have been incorrect. So I'm not persuaded J relying on the hallmark is a failure to exercise reasonable care and skill.*

#### *Diamonds assessed with the wrong clarity*

*In one of Mr D's emails, he asked J if the diamond clarity could be checked. During a call to Barclaycard sometime later, he said J got the clarity wrong for one of the diamonds.*

*I haven't seen anyone mention clarity issues very much elsewhere. If J had assessed the clarity inaccurately, Mr D hasn't commented in any detail about it. But more relevantly, I haven't seen anything to indicate there's been an inaccurate assessment here.*

*In summary, Mr D said J failed to exercise reasonable care and skill because it should have been more precise in its analysis. However, he hasn't referenced any specific industry standards or codes of practice that weren't met, or supplied any expert report from another jeweller that confirms J should ought to have done things differently.*

*It's possible the service level could have been so poor such that it becomes plainly obvious the required standard wasn't met. But for the reasons I've given above, I don't think this is the case. It follows that I don't think Barclaycard unfairly concluded Mr D hadn't done enough to show there's been a breach of contract.*

#### *Customer service*

*Mr D indicated he was unhappy one of Barclaycard's call handlers essentially agreed that he had a valid claim, only to have another person decline his claim soon after.*

*I've listened to the relevant call, which I understood happened on 7 June 2024. The call handler sympathised with Mr D's situation, but he didn't say Mr D's claim would be paid. Additionally, given the chargeback had already been declined and there was an earlier email claiming Mr D had insufficient evidence, I think Mr D's expectations would likely have already been somewhat tempered. For these reasons, I'm not persuaded the call handler materially mismanaged Mr D's expectations or did anything else wrong.*

*Overall, I think Barclaycard's service was adequate, and I don't think it acted unfairly when it discontinued the chargeback process or declined Mr D's section 75 CCA claim.*

#### **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.

Barclaycard didn't object to my provisional decision. However, Mr D sent further information

for me to consider - including copies of J's valuations and a previous valuation for diamond studs set with two 0.27 carat diamonds. Additionally, Mr D raised several objections, which includes (in summary form) the following:

- Mr D having "used" the valuation service shouldn't defeat his chargeback claim.
- Mr D paying a single £130 transaction for a "combined valuation service" brings his section 75 CCA claim within the statutory limits.
- The jeweller misrepresented the service as "accurate and detailed". The service wasn't accurate because he got the gold purity, diamond weights and diamond clarity wrong, and refused to make meaningful corrections.

Alternatively, the service didn't meet the standard of "reasonable care and skill", set out in the Consumer Rights Act 2015 (CRA), amounting to a breach of contract.

This list doesn't include every point Mr D raised. That's not meant as a discourtesy – I've considered everything he said and sent and have simply focused on the key issues. After reviewing everything, I wasn't persuaded I should change my decision. I'll explain.

### Chargeback

Mr D argues that simply using the valuation service shouldn't by itself defeat a chargeback. If it did, he says it would undermine consumer protections.

I accept that some otherwise valid claims can fall outside VISA's scheme rules – and I understand why that might feel unfair to Mr D. But chargebacks don't cover every type of dispute, and I think this is one of those cases.

Under VISA's "Merchandise / Services Not Received" dispute condition, Mr D can only obtain a refund for the part of the service he didn't receive. But he received full valuations. So even if the service was poor, a chargeback is unlikely to succeed under this condition.

The alternative dispute condition – "Not as Described or Defective Merchandise/Services" – is also limited to the unused part of a service. That makes claims difficult for one-off services where problems are only noticed afterwards. I'm aware the limitation significantly curtails certain claims for one-off services, but I think that was VISA's intention. Because of that limitation, I don't think VISA's rules support Mr D's claim under this dispute condition either.

VISA also requires enough evidence to show the service wasn't as described or defective. Mr D and the jeweller clearly disagree about the quality of the service. But I don't think Mr D provided enough evidence to show there was a defect or misdescription. It follows that even if I set aside the scheme limitations, Mr D's claim was unlikely to succeed on the evidence.

Overall, I don't think Barclaycard acted unfairly by ending the chargeback process.

### Section 75 statutory limits

Mr D paid £130 with his Barclaycard to value a sapphire ring and a bangle. In response to my provisional decision, he said he "paid a single charge of £130 for a combined valuation service for both items – which, by your own reasoning, is above the minimum threshold".

The relevant threshold is the one set out in the Consumer Credit Act 1974 (CCA), where it states section 75 CCA doesn't apply "to any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000..."

I agree that if Mr D paid £130 for a single service, section 75 CCA could apply. The key question is whether he actually paid for one service, or two separate services at possibly £65 each. A single £130 payment doesn't automatically mean it was for a single service, as Mr D could have simply paid for two valuations at the same time.

I asked Mr D to provide an invoice to determine if the valuation was combined. As he hasn't sent one, I've had to base my findings on the information I do have.

J's website doesn't give any option for a "combined" valuation service – there's no mention of any two-for-one or other discounted deals. It simply says valuations cost between £65 and £75 each. So it doesn't look like the cost of any single valuation service J provides exceeds the £100 needed for section 75 CCA to apply.

As I haven't been provided with any evidence to show Mr D paid for a single "combined valuation", I think it's more likely Mr D paid £65 for each valuation with one payment. That would place each valuation below the £100 limit. It follows that even if there was a breach of contract or misrepresentation by J, Barclaycard isn't liable for it under section 75 CCA.

#### Misrepresentation or breach of contract

Even if section 75 CCA did apply, I've not seen anything new from Mr D that shows there was a breach of contract or misrepresentation.

Since my provisional decision, I've asked Mr D to send the original invoice, any advertisement from J he relied on, the valuations, the old insurance valuation, and photos. He did send more evidence – including an old insurance valuation from 1994, J's valuations with photos, and a previous valuation of diamond stud earrings. Having considered all this, I haven't seen anything that makes a material difference to my previous findings.

I don't think it's fair or reasonable to delay the decision any further, especially as the content of the valuations aren't disputed. The main dispute is over the actions (or inaction) of J and what the valuations should have said, rather than what they did say - which was never disputed. And on that, I think I've already seen enough to decide this issue fairly.

Having thought carefully about everything again, I'm not persuaded I should change my position, for broadly the same reasons I've already given in my provisional decision. I don't feel I need to repeat them in detail here again, so I've only summarised the main reasons for why I don't think there's been a breach of contract or misrepresentation:

- The website says its valuations include a detailed description, but it doesn't guarantee precise measurements. I've not seen anything in the website's description that's misleading or inaccurate, so I don't think J misrepresented its services.
- I don't think J breached its duty to exercise reasonable care and skill when measuring the diamonds. J said they were 0.25 carats when they might have been 0.27 carats. But as the diamonds were already set in the bangle, and could only be measured (not weighed), the estimate doesn't appear to be unreasonable.

I've seen the 1994 insurance valuation for a diamond ring. It lists its sole diamond as approximately 0.40 carats. However, given that around 30 years has now passed, this valuation was an approximation, and something could have happened to the diamond during the transfer, I'm not convinced this valuation alone is enough to say one of the bangle's diamonds is 0.40 carats without other evidence to verify this.

Additionally, J said the bangle's diamonds all looked the same size, and Mr D



similarly said in an email dated 9 May 2024<sup>3</sup> that “the three larger diamonds are 0.27ct...” From the photo of the bangle, the three diamonds also look the same size to me. On balance of probabilities, I think it’s unlikely the diamonds would look similar in size if one was almost 50% larger than the others. So I think it’s unlikely that one of the diamonds was 0.40 carats.

- I don’t think J failed to act with care when it assessed the bangle’s gold purity. J relied on the hallmark, which said 9 carat, and I haven’t seen any evidence this approach was unreasonable.

I understand Mr D wanted the valuation to be as accurate as possible. But since there was no request to test the gold, I think J acted reasonably by relying on the hallmark. I’ve certainly not seen anything to show this wasn’t standard practice.

And even if I were wrong and J should have tested the gold purity – I’m not persuaded there’s enough evidence to show that J would have found the gold to be 18 rather than 9 carat - as designated by the hallmark. I say that because I haven’t seen any follow-up testing to show J was wrong about the gold purity.

- I asked Mr D to explain why he thought the clarity grading for the diamonds was wrong, but he hasn’t expanded on the allegation.

I can only presume that because the clarity of one of the 0.27 carat diamonds was categorised previously as “VS”, which J later categorised as “SI 1”, he might have thought J graded the diamond clarity incorrectly. However, the previous jeweller wasn’t as precise as it could be, as it didn’t specify whether the diamond was “VS 1” or “VS 2”. If the diamond was, for example, “VS 2” – that would be a difference of just one subgrade from “SI 1”.

And even if I accept the clarity was “VS 1”, I’m not convinced such a small difference in grading evidences a failure to exercise reasonable care and skill – especially given it might have been J, rather than the previous jeweller, that was more accurate here. In the circumstances, I’m not persuaded J incorrectly graded the diamonds’ clarity.

- J possibly could have been more precise, but I don’t find it failed to meet the required standard of reasonable care and skill as set out in section 49 CRA.

For these reasons, and those in my provisional decision which form part of my final decision, I think Barclaycard handled Mr D’s claims fairly. I’m not recommending it do anything further.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr D to accept or reject my decision before 11 July 2025.

Alex Watts  
**Ombudsman**