

The complaint

Mr D complains about the way Barclays Bank UK PLC trading as Barclaycard ('Barclaycard') handled his request for a refund.

What happened

Mr D entered into a contract for the installation and supply of a conservatory. I'll refer to the supplier, who was also contracted to install the conservatory, as 'T'. Mr D said the contract was for a fixed price of £25,000 but by the time he approached Barclaycard, he'd already paid around £35,000 for the installation and supply of the conservatory. He said T was now asking for additional payments of almost £15,000 before it would agree to complete the installation which was already underway. Mr D said T was in breach of contract because it was asking for more than was originally agreed under the contract.

Barclaycard reviewed Mr D's claim under section 75 ('section 75') of the Consumer Credit Act 1974 (the 'CCA'). But it concluded Mr D's claim didn't meet the financial requirements of the CCA. So, it declined the claim. Mr D referred the matter to us, but our investigator didn't think Barclaycard had acted unfairly. Mr D disagreed with the investigator's view saying he'd paid under £25,000 to T and the additional payments were in relation to separate contracts. Our investigator reconsidered things but didn't recommend upholding this complaint, so the matter 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.

I'm very aware that I've summarised this complaint in far less detail than the parties. This simply reflects my informal remit. I'll also say at this stage that I've taken into account all the available evidence and arguments before reaching my decision. Further, where the information is unclear, or incomplete, I've made my decision based on what I think is most likely to have happened in light of all the available evidence.

Mr D referred to a 'chargeback' in his complaint, but I can't see this was considered by Barclaycard under the relevant chargeback scheme. However, given Mr D was, amongst other things, seeking compensation for consequential losses, I don't think Barclaycard focusing on a claim under section 75 was an unreasonable approach to take.

Turning now to the way Barclaycard handled Mr D's section 75 claim, under the CCA (section 75(3)(b)) clearly says section 75 doesn't apply to contracts where the cash price of the single item is more than £30,000. The single item in this case is the installation and supply of the conservatory. The contract was dated in June 2023. This, amongst other things, said the contract price was £25,000 with Mr D paying T £5,000 by way of a deposit. The installation began in April 2024 and up to his claim to Barclaycard in June 2024, Mr D made several payments totalling over £35,000 by card, bank transfer, and in cash, to T or to various tradespeople (agents) who were all working on the installation of the conservatory.

But Mr D says the contract was for £25,000. He also says by the time he approached Barclaycard he hadn't paid T above this amount. However, from a spreadsheet he provided to Barclaycard showing the payments he'd made up to June 2024, this shows he'd made payments totalling £35,000 towards the installation and supply of the conservatory. And from what I can see, the contract Mr D had with T allowed for changes to the initial price under certain conditions.

As evidence of the contract price changing and increasing to over the £30,000 section 75 financial limits, Barclaycard relied on several documents provided by Mr D including his own spreadsheet of all the payments he'd made towards the supply/installation of the conservatory which, as I've said above, totalled over £35,000. Mr D didn't provide receipts for all of these payments. However, from the ones he did provide to Barclaycard, it appears payments were made either directly to T, or the relevant tradespeople working on various aspects of the conservatory including the roof, plumbing and electrics. And the spreadsheet, which is entitled 'Payments to [T]', refers to the other tradespeople (or tradesperson) as 'agents'.

I take on board what Mr D says about having individual contracts with various tradespeople working on the conservatory but the evidence he himself has provided to Barclaycard as part of his section 75 claim, shows T was issuing the relevant receipts even when the payments weren't made directly to it. Further, the receipts where payments were made directly to the tradesperson in question has wording to the effect that it was being paid for 'additional works outside of T's quotation'. The receipts don't say the relevant payments weren't part of the contract with T, which allowed for changes to the price under certain conditions. And I note the email exchange Mr D had with T also confirmed the payments up to June 2024 was over £35,000 which T confirmed was due to agreed additional works. And this was reflected in Mr D's own spreadsheet showing the payments that had already been made to T by the time he'd approached Barclaycard.

So, from all the evidence, it appears to me that the cash price of the installation and supply of the conservatory was more than the £30,000 financial limit as set out under section 75 of the CCA. Given this, I don't think Barclaycard was acting unfairly or unreasonably when it concluded the conditions for a section 75 claim hadn't been met.

For all these reasons, whilst I know this will be a disappointing outcome for Mr D, I'm not upholding this complaint.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 September 2025.

Yolande Mcleod
Ombudsman