

The complaint

Mrs P complains that Barclays Bank UK PLC trading as Tesco Bank ("Tesco Bank") rejected her claim under section 75 Consumer Credit Act 1974 ("s.75").

What happened

In June 2021 Mrs P purchased a new television at a cost of £2,289. Some 3½ years later she bought a gaming console and discovered that the television didn't perform as it should when used with the console. Mrs P has explained that at the time of purchase the manufacturer had claimed that it would be capable of being used with the gaming console generating pictures of suitable quality. I understand this would be achieved with subsequent software updates. The promised picture quality has not been achieved and she has said that she believes the television will never be capable of delivering what was promised. I would add that Mr P has some expertise in this area and he has provided significant detail on the issue.

Mrs P asked the retailer to replace the set in line with the 5-year guarantee, but it refused. It offered to take the set back and pay her £1,380. Mrs P contacted Tesco Bank and it considered her claim. The sum offered by the retailer was increased to £1,500 and the bank considered this to be a reasonable response.

Mrs P didn't agree and brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She noted that under the Consumer Rights Act 2015 ("CRA") the retailer was allowed to make a reasonable deduction for use. She thought the offer by the retailer was fair and didn't consider the bank had done anything materially wrong. She also responded to the claim made by Mrs P that the bank had not given the appropriate level of service.

Mrs P didn't agree and reiterated the earlier points she had made.

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 have every sympathy with Mrs P, but after considering the evidence and arguments I do not consider I can uphold her complaint. I will explain why.

Our investigator has explained that there were two potential routes available to Mrs P to pursue her complaint via the bank. The first was chargeback, but her claim fell outside the time limits for that option and so that route was closed to her.

The second route was to make a claim under s.75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

: • Debtor-creditor-supplier agreement and

- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Tesco bank has come to a fair outcome based on the evidence provided. I am satisfied the required agreement is in place and so I must consider if there has been a breach of contract or misrepresentation.

It has been accepted by all parties that the television was described as ready for gaming consoles, and it was presumed that updates would facilitate that. It appears this has not been the case. All parties therefore accept there was misrepresentation. I do not disagree.

It has not been accepted that there has been a breach of contract. Mrs P has taken the view that under the 5-year guarantee she is entitled to her money back or a suitable replacement. I have looked at the guarantee and see it says: *"We will bear the cost of repairs to the Product, including parts and labour charges following mechanical or electrical breakdown, from the date of purchase of the Product until expiry of five years after purchase of the Product."*

That means the guarantee applies to only a mechanical or electronic breakdown. But the issue with the television is that it is not able to produce the quality of picture when used with a gaming console. I do not think that can be said to be either a mechanical or electronic breakdown. There was an expectation that the television would be gaming console compatible at some point, but that is not a breakdown. Mrs P and her family were able to use the television for over three years without issue and only when they sought to use it with the console did they find it did not deliver as expected. So, I am not persuaded that this failure falls within the guarantee.

That means the appropriate route available to Mrs P is a claim of misrepresentation under s.75. As our investigator has pointed out that when a purchase is rejected under s.75 a deduction is made from the cost to reflect the use the consumer has had. I gather modern televisions are expected to last between 7 and 10 years and so the offer of £1,500 seems reasonable to me. I believe it reflects the use Mrs P has had. Therefore, I do not consider Tesco Bank needs to do anything more. It is open to Mrs P to decide if she wishes to accept the offer from the retailer.

Nor do I consider Tesco Bank offered Mrs P a poor service in its handling of her claim and complaint. It followed its normal processes.

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 Mrs P to accept or reject my decision before 29 September 2025.

Ivor Graham
Ombudsman