

The complaint

Mrs P has complained about the way Barclays Bank UK PLC trading as Tesco Bank (“Tesco”) dealt with a claim for money back in relation to repair works on her car she paid for using her credit card.

What happened

Mrs P used her Tesco credit card account to pay for some repair works (a clutch and wishbone repair) to take place in March 2025 with a supplier I’ll refer to as S. The works cost £2,664 and the total amount was charged to Mrs P’s credit card on 11 March 2025.

After the repair works were completed, Mrs P says she noticed a knocking sound on her car so she asked S to look into this. S said it could hear the noise and replaced a spring free of charge but couldn’t identify or resolve the issue.

Mrs P appears to have raised a dispute with Tesco on 21 March 2025 explaining the knocking noise hadn’t been present prior to the works carried out by S. Tesco responded on 26 March asking for Mrs P to provide an independent report confirming the cause of the fault and the cost of repair.

Mrs P then took her car to another garage on 27 March 2025, and I’ll refer to this garage as C. This garage did replace some parts free of charge to try to rectify the issues but was unable to identify the cause of the knocking sound or fix it.

On 2 April 2025, Tesco declined Mrs P’s section 75 claim under the Consumer Credit Act 1974 (Section 75) because C was unable to find the cause of the fault and was unwilling to provide a report in writing.

On 3 April 2025, Mrs P took her car to a third garage which I’ll refer to as B. This garage carried out a full check on the vehicle and noted a number of issues with the vehicle. It said the knocking noise was caused by the engine mount having split, that was likely damaged during the clutch and wishbone repair. It also found issues with the air conditioning pipes and vibration damper and says this was caused by a lack of care during the works by S.

Given the length of time the works were outstanding, Mrs P authorised B to complete the rectification works and paid it £2,679.24. She notified Tesco of the report by B and that she’d authorised the works. Tesco asked for a copy of the report and the quote for repair works on the same day.

Tesco subsequently turned the claim down again explaining that C hadn’t found a split in the engine mount, and had the fault been caused by S’s work from earlier in March, it would have been present during its investigation. It said S had told it that Mrs P had brought the car in early in March due to the knocking noise and it replaced the clutch and wishbone as it required replacing. It said the fault was pre-existing.

Mrs P subsequently raised a complaint, adamant the problem was not present before S worked on the car, and the knocking noise was present prior to the visit to C.

Tesco initially appears to have considered a claim under the chargeback process but declined the chargeback claim as it felt the service from S had been delivered even if Mrs P hadn't been happy with the quality of service provided. So, it didn't think a claim would have succeeded through the chargeback process.

Tesco reviewed its answer to Mrs P's claim under section 75, but agreed with its earlier decision to decline it because it said there wasn't sufficient evidence that the split in the engine mount was caused by S. It said C had confirmed that the engine mount did not have a split in it when it investigated the issue – so if S had caused the damage, it would have been present during the inspection by C. It also said that C could have damaged the vehicle during its inspection. It felt the claim against S had not been substantiated as the report produced by B wasn't independent. It said S had said the knocking noise was present during the initial visit, and the engine mount is a degradable item subject to wear and tear and may have already needed replacement as the vehicle was 11 years old.

Unhappy, Mrs P referred the matter to this service. She said the knocking noise was present prior to the visit to C, which is why it had been taken there so the damage was already present before C looked at the car. B had clearly said this noise was caused by the split in the engine mount, which had likely been caused by S's poor workmanship. In addition to the repair works to be refunded, Mrs P also wanted Tesco to refund the cost of travel she'd incurred due to the car needing to be repaired again amounting to £181.40. She also wanted the cost of recharging her air conditioning at a cost of £124 to be refunded.

Our investigator looked into things and felt that Tesco's response to Mrs P's claim wasn't fair. He felt that the evidence from S of when the knocking noise was present was inconsistent and not plausible, and the evidence from B was reliable. He felt Tesco ought to cover the cost of repair works carried out by B – which was £2,679.24.

Mrs P accepted our investigator's view of the complaint, but Tesco didn't agree. It reiterated that

- C hadn't found the split in the engine mount during its investigation, which would have been present if S had caused the damage.
- That the knocking noise was present when the car was first brought into S by Mrs P so it was present prior to the works carried out by S.
- And the part was, in any event, subject to wear and tear which hadn't been taken into consideration despite the car being many years old.
- It also highlighted that the engine cover went missing during the visit between C and B so it felt another garage might also have been involved.

As the complaint couldn't be resolved, the complaint was passed to me to decide. On 8 December 2025, I sent Mrs P and Tesco my provisional decision setting out why I was minded to upholding the complaint. I asked both parties to submit any further evidence or make any final comments before I completed my review of the complaint.

Mrs P responded accepting my provisional findings. Tesco made no further submissions.

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.

In my provisional decision I explained the following:

Having considered Mrs P's complaint, I intend to uphold it and I'll explain why.

Firstly, I'd like to reassure Mrs P and Tesco that I have considered all their concerns carefully, but I will only be dealing with the most salient parts of the complaint in this decision as I'm required to decide matters quickly and with minimum formality.

Chargeback claim

Chargeback is the process by which a consumer can claim a refund for services paid for using a credit/debit card directly from the card scheme provider (Mastercard) without requiring a lengthy investigation. But claims under this process can only be made for a specific set of reasons, such as services not being rendered at all. In this case, like Tesco says, S did complete the work, but Mrs P wasn't happy with the work it completed. Additionally, there's no provisions under this process to claim for losses related to the failings of merchants like S, such as the cost of remedying the issues, or consequential losses like travel costs like Mrs P has claimed. So overall, I don't think Tesco acted unreasonably for focussing on Mrs P's section 75 claim and I don't intend to look into this claim any further.

Section 75 claim

It may be helpful to explain that I need to consider whether Tesco – as a provider of financial services – should do any more in response to Mrs P's claim under section 75. But it's important to note Tesco isn't the supplier. Section 75 is a statutory protection that enables Mrs P to make a 'like claim' against Tesco for breach of contract or misrepresentation by a supplier when goods or services were bought using a credit card.

There are certain conditions that need to be met for section 75 to apply such as the financial limits and a DCS agreement. From what I've seen, I think those conditions have been met and Tesco also doesn't appear to dispute this.

The Consumer Rights Act 2015 (CRA) is also relevant to this complaint. The CRA says that any services carried out must be carried out exercising reasonable care and skill. The CRA sets out what remedies are available to consumers if statutory rights under a services contract are not met.

I would add that as Mrs P is making the claim that S didn't complete the repair work exercising reasonable care and skill and caused damage during the repair, the onus is on her to prove her claim before Tesco can be expected to offer a remedy. This is normally done via an independent report produced by an expert - who is paid to assess the repair work, identify the issues and explain what went wrong. When a company is commissioned to complete the repair work, the report produced may not be independent as they have the motive of earning the costs of repairing the work – and it is important to bear this in mind.

So, I've gone on to consider whether there's sufficient evidence that there has been a breach of contract in this case, that means Tesco ought to have offered a remedy in response to Mrs P's claim.

Mrs P claims the loud knocking noise on the passenger's side wasn't present when she initially brought her vehicle into S to carry out the repair works needed (to the clutch and wishbone). I can see she had her vehicle serviced prior to this visit and no mention of the knocking noise or problems with the engine mount are noted on there. Nor are they noted on S's invoice setting out the work carried out. I've also seen a copy of the messages exchanged between Mrs P and S and it's apparent Mrs P hadn't noticed a knocking noise prior to bringing the vehicle into S to repair.

I've reviewed all the evidence provided by both Mrs P and Tesco and note the following:

- 11 March 2025 invoice from S – makes no mention of the knocking noise and the need for the engine mount to be replaced.
- 21 March 2025: Text messages prior to 21 March 2025 between Mrs P and S – Mrs P explains the knocking noise to S who advises her to bring the car in. S replaces a part that doesn't fix the problem, and S notes that in order to find the cause of the knocking noise, it would be a "process of elimination".
- 27 March 2025 – I understand C investigated the car at this time, but I have been provided with no evidence from C directly (in the form of notes/invoice or a written report) with the outcome of its investigation or details of what it investigated.
- 3 April 2025 – B inspects the car and does say the knocking noise is caused by the split in the engine mount, likely due to poor workmanship of S, and it also caused other issues which is noted on its report.
- 3 April 2025 – Mrs P emails Tesco to notify it of B's finding and also informs it that she's now authorized B to carry out the repair works as she'd been waiting a considerable amount of time to get this fixed and was worried about this causing further damage. Tesco asks for a copy of the report as well as a quote for repairs and raises no concerns over the repair works proceeding with this garage. The documents are provided to Tesco.
- 4 April 2025 – call notes recorded by Tesco. Tesco called B who confirmed that the engine mount split was caused while getting the clutch done, that the engine support was put on in the wrong place, which then caused this damage and provided further detail as to how the damage likely occurred.
- 7 April 2025 – call notes recorded by Tesco. Tesco called S, who said that the parts it worked on and touched had nothing to do with the knocking noise and the parts they repaired. It said that Mrs P had come into the garage complaining about the knocking noise and S had advised her the engine mount had gone, but the customer didn't want to pay for that at the same time as it was too expensive.
- 23 April 2025 – a call note recorded by Tesco for a call made to C. C said it didn't notice the split, said the split might have been there but might have only gone all the way through after the car left its garage. C confirmed it did not want to do a report on S's workmanship as they get work from S for works not done correctly. C confirmed the engine cover was replaced before the car was given back to Mrs P.

I have reviewed the evidence to decide what I think is a fair and reasonable outcome in this complaint. Where there is limited information and evidence available, I have to decide what I think likely happened given the evidence that is available and the wider circumstances.

Firstly, I think it's important to note that S's evidence has been largely inconsistent. The text messages from before the engine mount issue was discovered by B clearly shows it hadn't identified the cause of the knocking noise, had replaced a part that didn't fix the issue and explicitly said it would have to investigate it further and find the cause via a process of elimination. It also made no mention of this on its invoice from 11 March 2025. This is vastly different to what it told Tesco on 7 April 2025 that it informed Mrs P that she needed to replace her engine mount, but she didn't want to pay for it.

I don't find the evidence submitted by S to be credible nor plausible given Mrs P subsequently paid another garage for the repairs in any event so I don't see why she wouldn't have paid S for the repairs at that time. The text messages clearly shows Mrs P was concerned about the knocking noise, didn't feel safe driving the car and wanted clear information from S as to what was causing the issues and what parts would be needed as part of the repair. I do not find S's evidence to be consistent or credible so this will affect how much weight I can put on what it's said.

Tesco has also sought to rely on the evidence provided by C that no split was found during the investigation later in March 2025 and Tesco further says had S caused the damage as stated by B, then it would have been picked up by C. No report has been provided by C so I cannot see what it looked at and what it didn't, or the depth of investigation carried out. And it clearly said it didn't want to report on S's standard of work as it received work from them. I also note that C said it didn't notice the split and admitted it was likely there even if the split hadn't gone all the way through. Given C's commercial relationship with S, its refusal to produce a report, or comment on whether S likely caused the damage, and its admission that it was likely there, even if it hadn't gone all the way through, I don't find this evidence is strong enough to dispute the clear findings made by B.

I have no reason to doubt the expert opinion of B who clearly said in its view the damage to the engine mount was caused during the clutch repair, which is consistent with Mrs P's testimony that the loud knocking sound wasn't present until the works by S had been completed. I find this is the most credible evidence submitted by either party. The evidence in the report, and the follow up call completed by Tesco – strongly sets out that the damage was caused by the poor workmanship of S and how, in the opinion of an expert, that likely happened. The report prepared identifying the cause of the knocking noise, was produced by B before Mrs P authorised it to do any work, and Mrs P has made that clear.

I have thought about Tesco's concerns that the part in question is degradable and vulnerable to wear and tear. But it doesn't look like there's sufficient evidence suggesting the split was caused by long term use which happened to coincide with the clutch repair carried out by S. The opinion of B is that the split was caused by poor workmanship, and it has explained to Tesco how it believes it happened.

I also note that Mrs P kept Tesco up to date with her efforts in trying to find evidence to support her claim since she first contacted it in March 2025. And she told it that a report by B had been produced, that it had said S had caused the damage due to a lack of care, and that she'd now authorised the work to be completed. While Tesco did reply to Mrs P almost immediately after receiving this message from Mrs P, at no point did Tesco say it wanted to corroborate the findings of B before any repair works were completed or that doing so would affect how much weight it would be able to place on the evidence B submitted. It also didn't say it required a separate company to complete the repair works to ensure the report submitted by B remained independent.

I don't think it was unreasonable for Mrs P to want the issues remedied as soon as possible given how long she was without a car. And if Tesco wanted an opportunity to verify B's findings, before the works were completed, it should have notified Mrs P of this before the works were completed. I note that it replied to Mrs P on the same day she notified it of the report produced by B, asking for a copy, so it did have the chance to ask her to give it an opportunity to look into matters further before any works were carried out. I also note that S had been given the opportunity to investigate and had been given the chance to remedy the issue, before Mrs P took it to the other garages for help.

Overall, based on the evidence available, I think it's more likely that the car did not have the loud knocking noise prior to S completing the repairs to the clutch and wishbone. As the sound was there before C looked at it, I don't think it's likely that it caused the damage to the car. I don't find S's evidence credible or plausible. While it's possible, I don't think there's sufficient evidence to safely conclude that the engine mount probably failed due to normal wear and tear and the age and mileage of the vehicle. I appreciate the engine cover appears to have gone missing at some point between C looking into matters and B's investigation and it's not clear who caused this issue. But this didn't cause the knocking noise, as this was present before C looked at the car – so I don't think this materially affects the outcome. I've seen no evidence to support Tesco's assertion that another garage was involved, and how

or why removing the engine cover would either help/hinder Mrs P's claim when this wasn't the cause and didn't fix the issue with the engine mount.

I think it's more likely, as B says, that the car was damaged during the clutch and wishbone repair by S due to poor workmanship and carelessness. I think there's sufficient evidence to support the conclusion that S failed to exercise reasonable care and skill when carrying out the repairs, and therefore this amounts to a breach of contract and Tesco, under section 75, is liable to put matters right. So, I don't think its decision to decline the claim was reasonable and instead I think it ought to have accepted the claim and offered a remedy.

Mrs P paid £2,679.24 to B to fix the faulty workmanship of S – so as this was incurred due to the breach of contract of S, I think Tesco ought to refund this to Mrs P with interest at 8%. I can also see Mrs P incurred travel costs (in the form of buses and a few taxi journeys) that she wouldn't have incurred had she had use of the car during the period it was being looked at and worked on for the second time by S, and then by C and B after 11 March 2025. I think this is a loss caused by the breach of contract of S, so Tesco should also refund this to Mrs P, with 8% interest.

I understand Mrs P suffered inconvenience being without her car and having to arrange multiple garages to look into it, during the claims process but unfortunately, compensation for distress and inconvenience is not normally recoverable for this type of claim. And I can also see Mrs P paid over £100 to recharge her air conditioning unit but I haven't seen anything to suggest her air conditioning needed recharging due to the workmanship of S. The air conditioning line clips that were damaged, seem to have been repaired by B during its repair.

Putting things right

- *Tesco should refund Mrs P £2,679.24 for the costs paid to B to remedy the breach of contract. It should also pay her 8% simple interest on this amount each year from the date she made the payment to the date Tesco makes this payment to her.*
- *Tesco should pay Mrs P £181.40 and should pay her 8% simple interest on these amounts each year from the dates she made the payments to the date Tesco refunds her the money. Mrs P has provided a spreadsheet of the dates and amounts she's paid.*

Mrs P has accepted my findings. Tesco did not make any additional comments or submit any further evidence. As neither party has submitted anything new for me to consider, I see no reason to depart from my findings as set out in my provisional decisions. Having reviewed the complaint again, I think the evidence supports the conclusions that S did not carry out the repair works to the clutch and wishbone exercising reasonable care and skill and this caused the damage Mrs P has complained about. So, I don't think Tesco's response to Mrs P's complaint was fair and under section 75, I think Tesco is obligated to put this right. So, for the reasons explained, I uphold this complaint.

Putting things right

- **Tesco must refund £2,679.24 for the costs Mrs P paid to B to remedy the breach of contract. It must also pay her 8% simple interest on this amount each year from the date she made the payment to the date Tesco makes this payment to her.**
- **Tesco must pay Mrs P £181.40 and pay her 8% simple interest on these amounts each year from the dates she made the payments to the date Tesco refunds her the money. Mrs P has provided a spreadsheet of the dates and amounts she's paid.**

My final decision

For the reasons I've explained, I uphold this complaint. Barclays Bank UK PLC trading as Tesco Bank must put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 20 January 2026.

Asma Begum
Ombudsman