

The complaint

Mr A is unhappy because Barclays Bank UK PLC trading as Tesco Bank declined his disputed transaction claim.

What happened

On 31 January 2025 Mr A used his Tesco Bank credit card to pay for repairs to his car. The repair costs were £200.

Mr A subsequently raised a disputed transaction claim with Tesco Bank. He said his car had required a replacement clutch but instead the garage had removed the gearbox without his permission. He's unhappy that he's been charged for the removal and refitting of the gearbox.

Tesco Bank declined the claim. It said that because Mr A had paid and approved the gearbox refit there were no chargeback rights. It said that it had reviewed the claim under Section 75 but had been unable to find any evidence that the garage had breached their contract or misrepresented their services.

Mr A remained unhappy and brought his complaint to this service. He says he had a verbal quote from the garage to replace the clutch but instead they removed the gearbox and told him there were further issues. Mr A refused to authorise further work, so the gearbox was refitted, and he was charged for removal and refitting of the gearbox.

Our investigator didn't uphold the complaint. He said he hadn't seen enough evidence to say that the contract had been breached or that Tesco Bank hadn't handled the claim fairly.

Mr A didn't agree so I've been asked to review the complaint.

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 certain circumstances Section 75 gives a consumer a right to claim against a supplier of goods or the provider of credit if there's been a breach of contract or a misrepresentation. In order to uphold Mr A's complaint, I would need to be satisfied that there's been a breach of contract or a misrepresentation and that Tesco Bank's response to the claim wasn't fair or reasonable.

Mr A hasn't said that there's been a misrepresentation so I'll focus on whether there's been a breach of contract.

The relevant law says that goods must be of satisfactory quality and fit for purpose. Services must be supplied with a reasonable degree of skill. This is relevant because Mr A says the service he requested from the garage was for replacement of the clutch, and that the garage removed the gearbox unnecessarily when they could have replaced his clutch without removing the gearbox.

I've reviewed the available information. The garage responded to the Section 75 claim and confirmed that Mr A had booked the car in because the clutch was slipping and he wanted it replaced. Mr A has said that he was given a verbal quote from the garage to replace the clutch and that he booked his car in with the garage on that basis. The garage has stated that when the gearbox was removed, it was found that the input shaft oil seal was leaking and that oil had leaked onto the clutch plate which was causing the clutch to slip. The garage has stated that on discovering the leak, it contacted Mr A to advise him that further work was needed, which included sending the gearbox away for refurbishment and replacing the clutch.

I'm aware that at this stage Mr A didn't authorise the repairs. However, by this stage, the garage had already spent time removing the gearbox, and accordingly it charged Mr A for the time spent removing and refitting the gearbox.

I appreciate that it must've been disappointing for Mr A to learn that his car required more intensive repairs than he had anticipated but I haven't seen any evidence to suggest that the garage made an error in the diagnosis of the fault.

I've taken into account what Mr A has said about not needing to remove the gearbox in order to access the clutch on his vehicle. I'm not a vehicle expert, but from my research on the internet it does appear that the clutch on Mr A's car is located between the engine and the gearbox, and that it's necessary to remove the gearbox in order to access the clutch. So I can't fairly conclude that it wasn't necessary for the garage to remove the gearbox as part of the work of replacing the clutch.

I appreciate that Mr A feels very strongly about this and that he's adamant that the gearbox didn't need to be removed. Even if the gearbox didn't need to be removed in order to replace the clutch, this doesn't mean that the gearbox leak wasn't present. This service has asked Mr A to provide independent evidence that the gearbox didn't need to be removed but he hasn't responded.

Taking all the available evidence into account, I'm unable to say that there's enough evidence to show that that been a breach of contract. And based on what I've seen, I don't think Tesco Bank has treated Mr A unfairly or unreasonably in its handling of the claim.

For these reasons I'm unable to uphold the complaint.

My final decision

My final decision is that I'm unable to uphold the complaint.

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

Emma Davy
Ombudsman