

## The complaint

Miss D has complained that Barclays Bank UK PLC trading as Tesco Bank hasn't helped her get a refund for a purchase made using her Tesco credit card.

## What happened

My provisional decision of 23 January 2026 set out the background to this complaint:

*"In August 2023, Miss D used her Tesco credit card to buy two cat litter trays from a supplier selling through Amazon's marketplace. I'll refer to the seller as 'X'. Each litter tray cost £249.99.*

*Miss D says she returned one tray, which was faulty. Amazon offered her a full refund for one of the trays, but she didn't receive it. The second tray then developed a fault in November 2023. Miss D emailed Amazon about the problem but it had blocked her account and didn't help her.*

*In December 2023, Miss D asked Tesco to help her get refunds for both trays. Tesco raised a successful chargeback for the tray ordered under Amazon's reference ending 742 as it had offered a refund within the last 120 days. For the tray ordered under Amazon's reference ending 564, Tesco said it was too late to raise a chargeback for faulty goods as more than 120 days had passed since she bought the tray.*

*Tesco then considered whether she had a valid claim under Section 75 of the Consumer Credit Act 1974 ('Section 75'). Miss D couldn't provide an invoice for the tray ordered under Amazon's reference ending 564 since it had blocked her account. Without this, Tesco said it couldn't be sure there was a valid Debtor-Creditor-Supplier (DCS) agreement in place. Tesco added it was concerned that the tray was provided by X as a third party, rather than Amazon directly, and in Tesco's opinion, this would also mean there was no DCS agreement in place.*

*Miss D still felt her Section 75 claim should be accepted. Tesco treated this as a complaint and its final response explained why it had not raised a chargeback or accepted her Section 75 claim for the second tray. Miss D remained unhappy so she referred her complaint to our service.*

*One of our Investigators reviewed Miss D's complaint about Tesco, and explained to her we can only consider its actions until the date it issued its final response to her. For the second tray, the Investigator agreed with Tesco that it had been too late to raise a chargeback.*

*The Investigator said (at the time of its final response to her complaint) that Tesco was entitled to decline Miss D's Section 75 claim. Whilst X's involvement wouldn't break the DCS agreement, there was no order confirmation or invoice to show Miss D bought the second tray for her own cats rather than, say, buying it on behalf of someone else.*

*The Investigator said if Miss D could provide her order confirmation email or invoice, she should send it to Tesco. Miss D would also have to prove the tray was faulty to show that*

*there had been a breach of contract or misrepresentation on Amazon's part.*

*Miss D sent screenshots of messages a relative had sent to X via Amazon's web chat on her behalf. These detailed the problem with the second tray. However, she hadn't provided an order confirmation for the second tray. The investigator reminded Miss D that they were only able to consider Tesco's actions until the date it sent a final response to her complaint. Any new information should be shared with Tesco to reconsider.*

*Miss D asked for an Ombudsman to review her complaint, so it was referred to me for a decision. I asked Tesco to review a copy of the confirmation of the order ending \*564. Tesco said it wouldn't accept this was proof of Miss D purchasing the cat litter tray, as the email only had her first name and didn't list her full delivery address. Tesco said it was also not satisfied Miss D had provided evidence to show there was a manufacturing fault with the tray."*

I then set out my provisional findings:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*When a person approaches their credit card provider for assistance when something has gone wrong with a purchase they've made, there are a couple of ways in which their provider may be able to help. The provider could potentially attempt what is known as a "chargeback" on any payments made with the card, and they could consider a claim under Section 75.*

*Having reviewed the chargeback evidence, I'm satisfied Tesco obtained a refund for the tray ordered under Amazon's reference 742. So, I only need to decide whether it should have done more to help Miss D get a refund for the second tray.*

*Chargeback provides an avenue for a bank to raise a dispute with a merchant where something has gone wrong. However, it doesn't cover all eventualities, it isn't a legal right and isn't guaranteed to get a customer a refund. That said it's good practice for a credit provider to attempt a chargeback where the circumstances are appropriate and there is a reasonable prospect of success. Under Mastercard's rules, there are time limits for raising a chargeback that Tesco has no power to change.*

*Miss D said the second tray was faulty, so the most suitable chargeback code is "goods or services were either not as described or defective". A chargeback for this reason must be*  
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*Chargeback provides an avenue for a bank to raise a dispute with a merchant where something has gone wrong. However, it doesn't cover all eventualities, it isn't a legal right and isn't guaranteed to get a customer a refund. That said it's good practice for a credit provider to attempt a chargeback where the circumstances are appropriate and there is a reasonable prospect of success. I've checked the card scheme rules for Miss D's credit card account, and there are time limits for raising a chargeback that Tesco has no power to change.*

*Miss D said the second tray was faulty, so the most suitable chargeback code is “goods or services were either not as described or defective”. The rules for the relevant card scheme here say a chargeback for this reason must be raised within 120 days from the date the goods were delivered.*

*Miss D told Tesco that the trays were delivered on 3 August 2023, so she had until 1 December 2023 to raise a chargeback. Miss D didn’t contact Tesco until 15 December 2023, so Tesco was right to say it was too late to raise a chargeback for the second tray ordered under Amazon’s reference 564.*

*There is an email from Amazon saying a refund has been provided for one of the orders, but there is nothing to show this relates to the order ending 564. So, I don’t think the evidence shows Miss D was due a full refund for this order and Tesco wasn’t obliged to raise a chargeback on this basis.*

*After referring her complaint to our service, Miss D provided a screenshot of a web chat between Amazon and Miss D’s relative dated 6 December 2023. In this, Amazon says:*

*“We are very sorry for the inconvenience caused to you. As we are not sure about the specific return situation, we are unable to assist you with the return, As compensation, we have refunded you £80 for the abnormal return order (xxx-xxxxxx-xxxx564).”*

*It’s not clear whether Miss D received this refund. However, even if Miss D didn’t receive this refund, I’ve not seen evidence that she provided this information to Tesco within 120 days of 6 December 2023. So, I don’t think Tesco was obliged to raise a chargeback on this basis.*

*I’ll now turn to Miss D’s Section 75 claim for her order ending 564. Tesco says there is no DCS agreement in place so it’s not liable for what’s happened. It says this is because the credit card payment didn’t go directly to the third party that supplied the tray, and instead went via Amazon. Amazon operates as an online marketplace, recruiting sellers and accepting and passing on credit card payments for them. X was a seller on Amazon.*

*For there to be a valid DCS agreement there need to be arrangements between Tesco and Amazon and X for it to finance purchases made by Miss D and X. The card scheme is there to put such arrangements in place between those participating in it. In this case, the credit card payment went to X via Amazon but I think that was under arrangements of the required kind. This is because processing credit card payments to suppliers in this way is a widespread and accepted commercial practice which has developed over time and is either accommodated by or specifically permitted by the major card schemes. I think the Mastercard scheme has developed in a way which brings transactions to suppliers via online marketplaces into its arrangements.*

*Tesco would have contemplated, when agreeing to give Miss D a credit card, that the way in which credit card payments were made would develop over time, and that the card would be used to pay suppliers in any way accommodated by the relevant card scheme. This is one such method, and due to the mutual participation of all parties within the card scheme I think there was a valid DCS agreement. In reaching this conclusion, I have taken into account the order confirmation Miss D received from Amazon. This has Miss D’s first name and lists her home town. It appears to be sent to her email address. The item on the order confirmation matches the litter tray Miss D has complained about, and the listed price matches the charge to Miss D’s credit card. I’m satisfied Miss D has shown the order confirmation was sent to her, and that Amazon supplied her with the litter tray.*

*For the reasons set out above, I’m satisfied there was a DCS agreement in place. I also*

*think the relevant financial limits for a Section 75 claim have been met. So, I'll now consider whether Miss D has shown there was a breach of contract or misrepresentation on X's part.*

*As I've said above, it appears Miss D attempted to return the tray ordered under Amazon's reference 564. However, it doesn't appear that she's provided any proof the items were returned, such as emails from Amazon or a courier's confirmation of the return.*

*Without confirmation the tray was returned, I don't think Miss D had shown she was entitled to a refund under Amazon's returns policy. I don't think Tesco was obliged to accept her Section 75 claim on these grounds.*

*I've thought about the screenshot Miss D has provided, which says Amazon processed a refund of £80. I've thought about whether a Section 75 claim would be successful for this amount if she hasn't received it. The screenshot says X isn't clear on what happened with the return of this tray and so it would be helpful for Miss D and Tesco to clarify this point if they wish to respond to this provisional decision.*

*As it isn't clear the tray was returned, it appears this offer was made as a gesture of goodwill. I cannot see confirmation that X accepted the tray was faulty or that it had received the return. This offer was also not communicated to Miss D directly. Overall, I don't think this evidence shows a £80 refund was contractually owed to Miss D. Because of this, I don't think there was any breach of contract if Miss D did not receive this refund and Tesco has no obligation to pay this amount to her.*

*Under the Consumer Rights Act 2015, the goods supplied to Miss D must be of satisfactory quality. Here, it appears Miss D returned the litter tray because she says it was faulty. However, I've not seen any photos or videos showing the fault, so I don't know what the problem with the tray was. The photos on the screenshots provided by Miss D appear to be of the second tray that has already been refunded. I can't see that X or Amazon has confirmed the tray ordered under Amazon's reference ending 564 was faulty either.*

*So, at the time of Tesco's response to Miss D's complaint, I don't think she had shown that the litter tray was not of satisfactory quality. Without clear evidence to show how X presented information about the litter tray on Amazon's website prior to Miss D's purchase, there is also no persuasive information to show the litter tray was in any way misrepresented. Overall, I don't think there was sufficient evidence to show there was any breach of contract, or misrepresentation, at the time of Tesco's response to Miss D's claim.*

*In conclusion, I'm satisfied that Tesco was entitled to decline Miss D's Section 75 claim. Whilst I realise my decision is likely to disappoint Miss D, I've not upheld her complaint."*

Miss D didn't accept my provisional decision. She asked if the Consumer Rights Act 2015 (CRA) applies to her complaint. Miss D says the CRA meant the retailer must offer one attempt at a repair or replacement if her product is faulty within six months of purchase. Miss D said there was a valid DCS agreement in place and she'd proven there was a fault with the self-cleaning cat litter tray purchased.

### **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 her response to my provisional decision, Miss D has explained at length why she thinks there is a valid DCS agreement in place. I agree with her, for the reasons explained in my provisional decision.

Miss D says the cat litter tray ordered under Amazon's reference ending 564 is faulty and the CRA therefore applies to her claim. She sent duplicate copies of emails she already provided to our service, which showed Amazon offered her a refund for one tray in October 2023. However, as I said in my provisional decision, this email doesn't say Amazon is offering a refund of the order ending 564 – it isn't clear which order Amazon is referring to. Miss D responds to Amazon's email in December 2023 and references the order ending 564 but I can't see anywhere that Amazon said the refund related to order 564. So, I remain of the view there's insufficient evidence to show that the order ending 564 was returned. Without confirmation the tray was returned, I don't think Miss D had shown she was entitled to a refund under Amazon's returns policy. I don't think Tesco was obliged to accept her Section 75 claim on these grounds.

In my provisional decision, I explained that, under the CRA, the goods supplied to Miss D must be of satisfactory quality. However, I've not seen clear evidence of the fault on order 564 was supplied to Tesco ahead of its final response any photos or videos showing the fault, so I don't know what the problem with the tray was. The photos on the screenshots provided by Miss D appear to be of the second tray that has already been refunded. I can't see that X or Amazon has confirmed the tray ordered under Amazon's reference ending 564 was faulty either.

So, at the time of Tesco's response to Miss D's complaint, I don't think she had shown that the litter tray was not of satisfactory quality, so she's not shown she was entitled to a remedy as set out by the CRA. Without clear evidence to show how X presented information about the litter tray on Amazon's website prior to Miss D's purchase, there is also no persuasive information to show the litter tray was in any way misrepresented. Overall, I don't think there was sufficient evidence to show there was any breach of contract, or misrepresentation, at the time of Tesco's response to Miss D's claim. So, my provisional decision remains unchanged and I'm satisfied that Tesco was entitled to decline Miss D's Section 75 claim.

### **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 Miss D to accept or reject my decision before 9 March 2026.

Victoria Blackwood  
**Ombudsman**