

The complaint

Mrs A complains that Barclays Bank UK PLC trading as Barclaycard didn't allow her to reject a car.

What happened

The payment in dispute was made from Mrs A's credit card and so she is the eligible complainant. Mr A has been involved in pursuing this complaint, but in the interests of simplicity in this decision I will refer to Mrs A as the sole complainant throughout.

In April Mrs A's husband bought a second-hand car at a cost of £24,685 funded in part by her Barclays credit card. A few months later they encountered some issues and took it back to the dealer. She says she wanted to return it but after numerous delays the car was sent to a main dealer to repair. The repairs cost £7,088.60, but the dealer was paid some £2,000 via the warranty repair scheme Mrs A had purchased. She says she had not authorised this and she would need to refund the sum of £2,000.

Mrs A says she asked Barclays to allow her to reject the car, but it forced her to accept the repairs and it paid her £7,088.60. She signed a letter in full and final settlement of her claim. of acceptance. Barclays rejected her complaint and said if the repair was not effective it would consider that as a separate matter.

Mrs A brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. He was satisfied that Barclays had correctly concluded there was the required debtor- creditor-supplier relationship in place. However, he didn't consider there was sufficient evidence to show that Mrs A had been pressurised to accept the offer made by Barclays. He believed that Mrs A and her husband had need of a car and had felt it best to accept the offer rather than go without transport for a longer period.

Mrs A didn't agree and provided an email sent to Barclays which stated that she didn't want a repair and she was being forced to accept one due to work pressures. Our investigator was not persuaded to change her mind. Mrs A asked that her complaint be considered by an ombudsman

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 want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mrs A that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of

satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The precise dates of events have not been supplied, but I am satisfied that under consumer law the supplying dealer was entitled to be allowed to repair the car. This is what it did after some delays and Barclays funded the cost of this. That is what I would expect it to do. I appreciate Mrs A would have preferred to reject the car, but I have not seen any evidence that would allow me to say she was entitled to do so.

Nor have I seen any evidence to show that she was forced to accept the repairs being made. What I have seen indicates that the supplying dealer arranged for the car to be repaired and then Barclays covered the costs. The only pressure seems to have come from Mrs A's family circumstances which meant she needed access to a car. That appears to have been the driving force behind her acceptance of the offer to cover the cost of the repairs. I have seen nothing which shows she was forced by Barclays to accept the offer. However, she did do so and that means the matter has been resolved leaving no basis for me requiring Barclays to take any further action.

As a separate issue I gather Barclays is considering whether the repairs were effective and that is not yet resolved and so is not something on which I can comment.

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 A to accept or reject my decision before 7 November 2025.

Ivor Graham
Ombudsman