

The complaint

Mr B complained about the way Capital One (Europe) plc dealt with a claim for money back for a cooker he bought using his credit card.

What happened

The events surrounding this complaint are well known to both parties, so I'll only summarise what happened briefly here.

Mr B bought a cooker in October 2020 from a retailer I'll call C, he paid around £270 using his Capital One credit card. In November 2024, after the cooker developed a fault, he contacted C about an out of warranty claim and said there were issues with the cooker which caused his electrics to trip. He said that he spoke to C and was asked some questions over the phone. C decided it was uneconomical to repair the cooker. It offered a partial refund of around £93 taking into account the length of time Mr B had the cooker and to factor in usage. Mr B was unhappy with this as he wanted a full refund and wrote to Capital One in November 2024. He said the cooker had worked perfectly until a few weeks before. He said he was contacting it for the loss he had because of the failure of the product. He wanted Capital One to pay him for the remaining amount he paid for the cooker because he got a faulty product.

Capital One didn't initially respond and explained that it couldn't locate Mr B's earlier correspondence. A complaint was logged, and Mr B was asked to complete a dispute form and provide supporting information. He did so, but Capital One subsequently said it still couldn't locate the transaction. Mr B sent the information again and continued to raise concerns about the handling of the claim and his complaint.

Between February 2025 and early April 2025 there were several further exchanges between Mr B and Capital One. Mr B said he was unhappy at being asked for the same information repeatedly and felt Capital One didn't handle his claim properly, so he referred his complaint to the Financial Ombudsman.

In its final response letter sent in April 2025, Capital One accepted that there had been delays and paid £40 compensation to recognise the inconvenience caused. However, it said it required a completed form to consider a claim under Section 75 of the Consumer Credit Act 1974 (Section 75) to progress the claim. Mr B told this service he hadn't returned the form but said he could do so if required.

Our investigator considered the complaint and said that he didn't think it was fair to ask Capital One to reimburse Mr B the difference between the amount he was refunded by C and the cost of the cooker. He said that he didn't think Capital One acted unfairly by asking for the Section 75 dispute form to be returned. He also said that the refund from C went far enough as there was no evidence to demonstrate the cooker wasn't of satisfactory quality.

Mr B didn't agree. He said that C didn't ask for the assessment of the cooker. He said that he spoke to C and it made the decision to give him a partial refund without having the cooker

inspected and once he received this, the cooker was scrapped. He didn't think the provisions under Section 75 had been applied correctly.

He said to resolve the matter he wanted Capital One to pay him £125 in respect of the Section 75 claim and £100 compensation.

As the matter remains unresolved it has been passed to me for a decision.

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 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'm required to decide matters quickly and with minimum formality. But I want to assure Mr B and Capital One that I've reviewed everything on file. And 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.

Where evidence is incomplete and inconsistent (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

I think it's worth explaining that I'm not considering a complaint about C, but rather I am looking at Capital One as the financial services provider and considering if it has acted fairly and reasonably in the way it handled Mr B's request for money back.

Section 75

Under Section 75, Capital One is jointly liable for any breaches of contract or misrepresentations made by the supplier of goods or services – which is C in this case. In order for there to be a valid claim under Section 75, there needs to be a debtor-creditor-supplier ('DCS') agreement in place and the transaction needs to be within certain financial limits. I'm satisfied the criteria has been met for a claim to be considered.

Here, the Consumer Rights Act 2015 (CRA) is also relevant, and I've taken this into consideration when deciding this case. The CRA implies terms into the contract that goods supplied will be (amongst other things) of satisfactory quality. This includes being free from minor defects and being durable, safe and fit for purpose. The CRA also sets out what remedies are available to consumers if statutory rights under a goods (or services) contract are not met.

The CRA also sets out that goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day. Unless it's established the goods did conform to the contract on that day or that the application is incompatible with the nature of the goods or with how they fail to conform to the contract.

For a claim to be upheld under Section 75, there needs to have been a breach of contract or misrepresentation. I have nothing to suggest that the cooker was misrepresented to Mr B when he bought it, so I've focused on whether Mr B provided enough evidence to show there had been a breach of contract.

As a starting point I think it was for Mr B to show that there was a fault with the cooker, which meant it wasn't of satisfactory quality and therefore a breach of contract. Normally to show

that something is not of satisfactory quality there would need to be evidence that the goods failed to conform to the contract.

I understand Mr B spoke to C and it appears it accepted there was a fault with the cooker, without inspection and offered to give Mr B a payment voucher of around £93 to reflect the use he had. It may have done this to try and resolve the issue for Mr B. But I haven't seen anything to suggest that C was presented with evidence and that it accepted the cooker wasn't of satisfactory quality or that it agreed it wasn't durable. It appears C made a modest offer in recognition that there was a fault. However, as Mr B was unhappy with the partial offer he sought to raise a like claim against Capital One.

Mr B raised a claim outside of the six months, around four years after he made the purchase and he said that the cooker worked "perfectly". Based on this, I think there is an onus on him to provide evidence to show the fault was present or developing at the point of sale or that there was an inherent fault which meant the cooker wasn't durable. Only then could Capital One be held liable for a breach of contract.

I've noted Mr B has questioned where it states under Section 75 that a fault has to be present or developing at the point of sale. I want to explain that as Section 75 doesn't define what constitutes a breach of contract, I have considered the implied terms set out in the CRA as mentioned above. When assessing whether there is enough evidence to show the cooker wasn't of satisfactory quality for example, if it was defective or not durable - I think it's likely any issues would have been apparent at the point of sale or there would have been evidence to indicate that an inherent fault was developing at that time.

I have noted Mr B asked C about the information it considered when it deemed the cooker to be beyond economical repair. It's not clear if C responded to Mr B and if he was able to obtain anymore information from it. In any event I think it's likely in order to determine if the cooker had an inherent fault, it would have required an inspection and as Mr B has scrapped the cooker this isn't possible now.

Given that there hasn't been any evidence submitted showing the cooker had a fault, the cause for the fault, or an expert opinion that the cooker wasn't durable or inherently faulty – I can't fairly direct Capital One to offer a remedy at this stage. I don't think its request for Mr B to complete the form was unreasonable which would have allowed it to explain this to Mr B.

But given what Mr B has told us about him disposing of the cooker, I think the options are very limited for a successful Section 75 claim now. Even if Mr B was willing to complete the form now, and submit it allowing Capital One to consider the claim, as Mr B can't have the cooker inspected to verify the fault, the reasons for the fault or have it repaired – it will be difficult for him to demonstrate that the cooker wasn't of satisfactory quality and therefore a breach of contract has occurred. Additionally, he can no longer reject the cooker and give it back. Therefore, I'm not persuaded it's fair to ask Capital One to provide a remedy under the CRA, including a refund of money as Mr B no longer has the cooker and there's insufficient evidence to demonstrate that the cooker wasn't of satisfactory quality.

Claim handling

I can see Mr B has raised a number of concerns about the way that Capital One has dealt with the claim and complaint he made about the cooker.

I understand Mr B's strength of feeling about the matter. I can see he has made an effort to give Capital One the information it asked for.

I appreciate Mr B said because of the claim amount Capital One should've been able to consider his claim quickly. However, Capital One said that it required a particular form to be able to move things on. I can see Mr B was frustrated because of the length of time it took to progress his claim. I can understand his frustration when it seemed like Capital One was asking for information that he had already provided. But it appears Capital One explained why it required a separate form for a claim under Section 75 to be considered and I don't think it was unreasonable that it required this. However, I can see that Capital One acknowledged some delays and awarded compensation for this, which I consider to be fair. I don't think it acted unfairly by asking for the Section 75 claim form to be completed and it was unable to give Mr B an answer until it did.

I know Mr B will be disappointed with my decision. I'm satisfied Capital One acted fairly by paying compensation for some of the delays in progressing his claim, however I don't think there's sufficient evidence to direct Capital One to pay Mr B so that he gets a full refund for a breach of contract. I won't be asking it to do anything more to resolve Mr B's complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 December 2025.

Amina Rashid
Ombudsman