

The complaint

Mr C complains that Barclays Bank UK PLC, trading as Tesco Bank, didn't refund a payment he made using his credit card.

What happened

Mr C bought a wood-burning stove from a supplier I'll refer to as "T"; T was to supply and install the stove – as well as some accompanying units – which it did in July 2024.

Several months later, in November, Mr C noticed some issues. In short, his stove had begun leaking a black fluid onto his stone hearth; Mr C noticed the stove's waste tray had become severely discoloured and was, what appeared to be, heat damaged. Mr C thought the firebrick surround was faulty too; he said it had cracked.

Mr C tried to contact both T and the stove's manufacturer to resolve the issue, but he was ultimately unsuccessful. So, in February 2025, he approached Tesco to help get his money back. To assist Mr C, Tesco considered raising a chargeback – but it determined that any chargeback would be outside of the timescales set by the relevant card scheme. So, it didn't pursue one. Tesco then considered its obligations under Section 75 of the Consumer Credit Act 1974 ("S75"). It gathered evidence from Mr C and considered what had happened, but it ultimately didn't uphold the S75 claim. That's because it didn't think there was enough to show a breach of contract, or a misrepresentation, had occurred.

Essentially, Tesco thought an independent report from an expert in the field was required. That would help conclusively determine whether Mr C's stove was faulty when it was supplied; so, it had asked Mr C to obtain one. Mr C, though, had said he couldn't. Without it, Tesco didn't think it had enough to determine the cause of the issues Mr C's stove was displaying; in turn, nor did it think it had enough evidence to show a breach of contract had occurred. Aside from that, Tesco did accept that it could've provided Mr C with better service – for example, it didn't update him when a case handler was on leave – and it paid him £75 compensation to reflect the inconvenience of any avoidable delays.

Mr C remained unhappy, and he approached this Service for an independent review. An Investigator here considered what had happened; having done so, they didn't think Tesco had acted unfairly or unreasonably. They said, in summary:

- Tesco had reasonably decided not to pursue a chargeback in the circumstances. In summary, any chargeback raised here would've been out of time under the rules of the card scheme.
- For S75, without an independent expert report, there wasn't enough persuasive evidence to conclude there had been a breach of contract.
- Nor was there any documentation around the stove's warranty available. That meant it wasn't possible to determine if Tesco should arrange for Mr C to be covered for any repairs under warranty.
- Fundamentally, in light of the available evidence, and inconclusive view of whether a

fault existed or not, Tesco hadn't unfairly assessed Mr C's S75 claim.

Mr C disagreed. He maintained that enough evidence was available – in the form of his photos and videos – to determine a fault absolutely did exist; he thought a chargeback ought to have been reviewed regardless of time because of exceptional circumstances, and he considered Tesco equally responsible for arranging an expert report and/or sourcing the appropriate warranty documentation. So, as no agreement has been reached, the complaint has been passed to me to decide.

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.

Preamble

Before I move to address the merits of Mr C's complaint, I wanted to clarify some general points at the outset. First, Mr C will likely note that the respondent business name – for whom his complaint is against – has changed slightly. I'd like to reassure him that doesn't affect anything here, and I'm satisfied the complaint is now about the correct entity. Next, I think it's important to explain that my review here looks at how Tesco handled his S75 claim with the information and evidence it had available. That doesn't mean that Mr C can't later provide further documentation or evidence to Tesco, in support of his claim, if he's able and wishes to do so.

Aside from the issues with his S75 and chargeback claims, I did note that Mr C had raised several other points of complaint with Tesco. Those aspects no longer seem to be in dispute; indeed, all Mr C set out in his complaint form to us was his unhappiness at how Tesco had dealt with his chargeback and S75 claims. I know too that Mr C thinks he should be paid compensation for Tesco's handling of his claim. So, that's what our Service has considered and it's all I've addressed.

As a final point in this introduction, I wanted 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'm left in no doubt over Mr C's strength of feeling on the matter, but I'm required to decide matters quickly – with minimum formality – and my approach here is simply to align with that purpose. I do, though, want to assure Mr C and Tesco that I've reviewed everything on file.

The merits of Mr C's complaint

Broadly speaking, in scenarios like this, there are two main ways a customer can try to recover money. They can approach their bank or credit provider – like Tesco here – to attempt a chargeback, which is a voluntary process operated by the relevant card scheme (like Visa, or Mastercard); a customer can also ask that their bank or credit provider assess whether they have a valid claim under Section 75 of the Consumer Credit Act 1974. Here, Tesco considered both potential routes for Mr C; so, I'll address both aspects in turn:

Section 75

When a person purchases goods or services using a credit card, S75 allows them – subject to certain conditions being met – to hold their credit card issuer liable for any breach of contract, or misrepresentation, by the supplier of the goods or services. I think the conditions for a S75 claim are met here; the necessary relationships between the parties exists, and the

claim is within the relevant financial limits. From what I've seen, Mr C entered into a contract with T for it to supply and fit his stove – as well as some accompanying units, like a flue. A breach of contract occurs when one party to a contract fails to honour its contractual obligations to the other. Such obligations may be written into the contract, or they may be treated as included by the operation of certain laws; like the Consumer Rights Act 2015 (“CRA”). For example, the CRA implies terms into the contract that goods supplied will be of satisfactory quality.

Mr C's argument here is, essentially, that the goods supplied *weren't* of satisfactory quality. Given the stove and accompanying units were purchased and installed in the summer, Mr C says it wasn't until a few months later – when winter had arrived, and the stove was being used – that he noticed the issues he's described. That's entirely plausible, and I've no reason to doubt what Mr C says there. From what I've seen, Mr C was trying to communicate with the supplier around November 2024; he subsequently contacted Tesco, in February 2025, when those efforts failed.

It's a little unclear exactly what happened between Mr C and the supplier. It appears, at least from the evidence Mr C has provided, that he and T did exchange messages about the issues with the stove – and it also seems that T was willing to revisit his property to inspect the stove – but I can't see any ultimate conclusion to their exchange, or if any action took place to review and/or fix any issues. In any event, Mr C says that T stopped corresponding with him; I know too that T didn't respond to Tesco either.

Broadly speaking, in a scenario such as this, the first thing for me to consider is whether there's a fault at all. Mr C's position is such that he thinks it obvious there's a fault with the stove. That's largely because of the fluid leaking from it, and damage to the waste-tray. Mr C has supplied evidence which does indeed show fluid leaking, and damage to the stove's waste tray, but not necessarily conclusive indication of the nature of any fault – if one is indeed present. I think that's the crux of the issue here; and I think it's why Tesco has placed much weight on an independent expert evaluation being carried out with a corresponding report. Which, in the circumstances, I don't think is an unreasonable request.

Mr C has said several times that he can't obtain a report; he thinks his evidence does enough to prove his claim and, additionally, that Tesco has a joint responsibility to organise a report if he can't. Again, though, I don't view things in the same way. I'm not persuaded that his evidence does wholly conclude the existence of a fault with the stove and/or installation; moreover, in circumstances like this, it's really for Mr C to source and provide information and evidence to substantiate his claim.

Fundamentally, other than Mr C's evidence of waste-tray damage and a fluid leak, as well as his own assurances of a fault, Tesco has no supporting evidence of the nature of a fault or its likely cause; nor that any damage or wider issue wasn't likely caused by misuse, for example. There are a great many things which can affect stoves like Mr C's; the type of fuel, poor airflow, poor chimney maintenance or creosote build-up, for example, can all impact it. My view then, is that Mr C needs to be able to show the stove is truly faulty so the likely cause of any fault can be determined. Once the likely cause of the fault has been determined, it can then be decided if the stove – or other aspects, like the firebrick surround – was of satisfactory quality at the time it was supplied.

If Tesco can't determine that, then it can't fairly decide whether it has any liability for a breach of contract under S75. The fact is that Tesco isn't either the manufacturer, the supplier, nor a professional body with expertise in stoves. So, on balance, I don't think it unfair or unreasonable for Tesco to request some independent evidence of any potential fault to satisfy itself that there was a breach of contract.

Tesco has said it's willing to cover the cost of a report if Mr C's claim is upheld, and that's certainly reasonable. But as I've referenced above, I don't think it has to arrange one for Mr C; if Tesco can assist then, of course, I'm sure such support would be welcomed – but generally it would be for Mr C to make representations for why he believes his claim should be successful. In conclusion then, I'm satisfied that Tesco's request for evidence of the nature of a fault – and its likely cause – by way of an expert report wasn't unfair or unreasonable. Nor was its decision not to proceed with Mr C's claim when he didn't provide such a report.

Finally, I noted how Mr C says a warranty is applicable to his stove. He says he's made several attempts to obtain this documentation, but he hasn't been successful. I can't see anything in the invoice from T, or any other documentation, which suggests the presence of a warranty; that said, I also have no reason to doubt Mr C when he says it does exist. But even if I don't doubt him, in the absence of anything warranty related, I don't think Tesco had much room for investigating this aspect further.

Moreover, I still don't consider Tesco to have acted unreasonably based upon the information and evidence it does have; it's likely that any warranty would cover manufacturing faults and, without an independent report here, such a fault hasn't been proven. So, overall, I don't think a warranty would change things at this stage. If Mr C, or indeed Tesco, can obtain warranty information – then it can be considered separately at that time.

Chargeback

The chargeback process provides a way for the card issuer – in this case that's Tesco – to help a customer claim a full or partial refund of the amount they paid on their card, if certain things go wrong with what they've purchased. The process is mediated by the card scheme whose logo appears on the card in question; for Mr C, I understand this to be Mastercard. Card schemes set various rules covering things such as what sort of scenarios are eligible for a chargeback, the kind of evidence required, and how long a person has to submit one.

It is, generally speaking, good practice for a card issuer to attempt a chargeback where the right exists and there's a reasonable prospect of success. That said, they're not guaranteed to be successful, and a consumer isn't able to demand that their card issuer attempt one. A chargeback can be defended too; the party which received the payment – generally known as the 'merchant', which would be T here – can resist a chargeback attempt. If neither the consumer nor the merchant concedes then, ultimately, the card scheme itself can be asked to rule on the dispute in a process called arbitration.

As I understand it, Tesco did initially look to raise a chargeback – but it concluded that it was out of time and didn't pursue this route any further. Mr C thinks that unfair; he's said that his stove was installed in the summer, and he didn't notice any issues until he began using it several months later in the winter. So, such circumstances should've been considered exceptional and allowed for a claim to be made.

I see Mr C's perspective, but the fact is that Tesco must follow Mastercard's chargeback rules strictly; it doesn't set them, and it has no discretion to depart from them. The usual time limit for opening a chargeback dispute about goods which are defective, or are not as described, is 120 days from the delivery date of the goods. From what I can see, Mr C's installation certificate shows his stove and accompanying units were delivered and installed in July 2024; Mr C didn't attempt to raise a chargeback, via Tesco, until February 2025. So,

I'm satisfied that Mr C didn't raise the matter with Tesco in time – and it follows that I don't think Tesco was unreasonable in declining to open a chargeback claim.

Overall

What I've set out here will, no doubt, come as a considerable disappointment to Mr C. I know this isn't the outcome he's hoping for, and I'm aware too of just how strongly he feels about the matter. That said, for the reasons I've explained, I can't fairly conclude that Tesco acted unreasonably when it decided not to uphold Mr C's S75 claim, or proceed with a chargeback, in these circumstances. Based upon the information it had available, I think Tesco acted fairly. It follows that I don't think Tesco should pay Mr C any compensation for its handling of his claim, and I don't uphold his complaint here.

My final decision

My final decision is that I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 11 November 2025.

Simon Louth
Ombudsman