

## The complaint

Mr M has complained that Barclays Bank UK PLC trading as Barclaycard ("Barclaycard") declined his claim against it under Section 75 of the Consumer Credit Act 1974 (s.75).

## What happened

In December 2024, Mr M used his credit card with Barclaycard to fund the installation of a boiler from a supplier that I'll call "P". He paid £2,700 for the installation and the boiler was installed on 20 December 2024.

In early January 2025, Mr M complained to Barclaycard that since the boiler installation, the underfloor heating on their ground floor of his home has stopped working. He also discovered that P had completed the work under its company name, but that company had been dissolved earlier in 2024. He said the installation had been completed illegally. He submitted evidence that the gas safety certificate has been completed incorrectly as the installation had been done by one engineer, but the certificate had been issued under the name of another engineer that hadn't completed the installation. He asked Barclaycard to issue him with a full refund on the grounds that the boiler had been installed illegally.

Barclaycard asked for Mr M to submit an independent report to detail the works needed to ensure the underfloor heating was working correctly. Mr M explained this would not fully remedy the situation as he would still have a boiler installation that he couldn't be sure had been installed correctly and didn't have a valid gas safety certificate required to prove this. He was worried there may be future problems that arise due to the installation so felt he was entitled to a full refund. Barclaycard refused to move forward with the claim without an independent report verifying the issues Mr M was concerned with. Mr M wanted Barclaycard to remedy the cost of rectifying the underfloor heating as well as offer a full refund as the boiler had been installed illegally.

Barclaycard issued a final response explaining that it would pay for the report it required Mr M to arrange up to £250 – and then it would review the claim. Without this, it couldn't move forward with the claim.

Mr M remained unhappy so referred the complaint to our service. He reiterated his earlier concerns. Our investigator looked into things and didn't think Barclaycard needed to offer a remedy. She explained that it wasn't unreasonable for Barclaycard to request the information it needed to move forward with the claim and in the absence of this evidence, our investigator didn't think Barclaycard's decision to decline the claim was unfair.

Mr M didn't agree. He explained that irrespective of the issues with the underfloor heating, he would still be left with a boiler that he felt had been illegally installed without the assurance of a correctly produced gas safety certificate. There was nothing to assure him that there wouldn't be further problems in the future. He felt he was entitled to a full refund on this basis.

Our investigator reiterated that it wasn't unreasonable for Barclaycard to request an expert report detailing the cause of the faults with the underfloor heating and the costs of rectifying

it. That while she understood Mr M's concerns, he wasn't entitled to a refund for the reasons he'd set out. And Barclaycard couldn't be expected to provide a remedy for issues that have not yet happened. Overall, she felt that Barclaycard was entitled to ask for an independent report of the issues with the installation so its response to the claim wasn't unfair.

As things weren't resolved the complaint has been passed to me to decide. Mr M has recently advised that he has sent a quote for the costs associated with the underfloor heating directly to Barclaycard and Barclaycard has made an offer to cover the costs of this. But he remains concerned about the alleged illegal installation of the boiler, and Barclaycard's refusal to offer him a full refund for the installation, so hasn't accepted this offer.

### **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.

Firstly, I'd like to reassure Mr M, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality.

I would add that I'm sorry to hear that Mr M is unhappy with the boiler. But it may be helpful to explain that I need to consider whether Barclaycard – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr M's claim. And it's important to note Barclaycard isn't the supplier. S.75 is a statutory protection that enables Mr M to make a 'like claim' against Barclaycard for breach of contract or misrepresentation by a supplier paid using a credit card. But Barclaycard isn't responsible for everything that P did that Mr M might be unhappy with.

There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met, and Barclaycard also appears to agree that s.75 applies.

I've considered if there is persuasive evidence of a breach of contract or misrepresentation by P that means Barclaycard should have offered a remedy when handling Mr M's claim. But I want to explain from the outset that I can only consider Mr M's complaint on that narrow basis – that is, whether it was fair and reasonable for Barclaycard to respond to his claim in the way that it did.

I would add that I can only assess Barclaycard's response to Mr M's claim at the time the complaint was referred to this service, and I cannot review any new evidence submitted or responses made by Barclaycard more recently as part of this complaint. If Mr M has since submitted further evidence (such as a quote) to Barclaycard, and he remains unhappy with its response, he would need to raise a complaint about its new response and if needed refer that as a separate complaint. Barclaycard is entitled to review the evidence and respond to a claim and go through the complaints process before this service can consider the matter further.

So, to clarify, I will only review the issues raised and dealt with by Barclaycard before it issued its final response on the matter dated 20 March 2025. Any further reviews of the claim will have to be addressed as part of a separate complaint if required.

In order for me to uphold Mr M's s.75 claim, I'd have to be satisfied that P breached a term of the contract and that caused him to suffer loss.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. The CRA implies terms into the contract that the goods must be of satisfactory quality, aspects of which include goods being durable and free from minor defects. The CRA also says that any services carried out must be carried out exercising reasonable care and skill. The CRA sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

Under the CRA, any works completed by P should have been done to a reasonable standard, but the onus is on Mr M to provide evidence that this hasn't been done. While the underfloor heating stopped working shortly after the boiler was installed, and I appreciate Mr M believes this is due to the boiler installation (understandably so), I don't think it's unreasonable for Barclaycard to want to see a report produced by an independent expert setting out the reasons it stopped working and the way it ought to be fixed. The underfloor heating was installed many years prior to the boiler installation and could have stopped working for any number of reasons. While I don't think it's unreasonable to suspect that it was due to the boiler installation, it's also not unreasonable for Barclaycard to want that confirmed following an investigation by an expert (which it was willing to pay for). So, I don't think Barclaycard's response to the claim was unreasonable.

I appreciate Mr M's concerns over the boiler being fitted under a company that was dissolved, but this doesn't mean he is automatically entitled to a refund. The alleged illegal practice of P is not something Barclaycard is responsible for remedying – and this should instead be reported to the relevant authorities. Barclaycard isn't responsible for everything that P did, but only to remedy any breach of contract or misrepresentation made by P. So it's not unfair for it to focus on assessing whether there are any faults with the boiler installation and to ensure it's in working order. It wouldn't be fair for Mr M to have a boiler installation, ask for the underfloor heating to be remedied as well as get a full refund. This would mean that he would get a free boiler installation – which is betterment and would not be a fair remedy for a breach of contract claim. And as Barclaycard says, while there may be issues in future *if* the boiler hasn't been installed correctly, Barclaycard cannot be expected to compensate Mr M for hypothetical issues/losses that haven't yet occurred by giving him a full refund. So, I don't think Barclaycard's response is unreasonable.

But I share Mr M's concerns that it's important for him to feel assured that the boiler was correctly installed and have a valid gas safety certificate. My understanding is that Mr M can ask a boiler engineer to examine the installation, ensure it's been done correctly, or remedy any faults and provide a valid gas safety certificate – which will assure him the boiler is in working order. Mr M hasn't yet asked Barclaycard to consider this type of request but has instead insisted on a full refund due to the alleged illegal installation, so Barclaycard hasn't yet considered a claim of this nature. If Mr M obtains a quote for this, he can send this to Barclaycard to review a claim of this nature.

But I reiterate that Mr M isn't entitled to a full refund simply because he believes P acted illegally under a dissolved company status. As explained above, Barclaycard isn't P, and isn't responsible for everything that P did that Mr M might be unhappy with. The focus of his s.75 claim would be to see what (if any faults) exist with the installation (i.e. what is the nature of the breach of contract) and to ask Barclaycard to remedy that if required. This will ensure the boiler itself is in working order and any issues can be remedied. And Mr M can then be issued with a valid gas safety certificate.

Overall, I don't think Barclaycard's request for an independent report setting out exactly what is wrong with the boiler installation and how it ought to be put right is unreasonable. I also don't think Barclaycard refusing to refund Mr M the full cost of the installation due to Mr M's fears of potential future issues, and the alleged illegal installation was unfair. So, I don't

uphold this complaint. I want to confirm that I can only look at Barclaycard's response to this complaint and the circumstances leading up to when Barclaycard issued its final response.

As mentioned above, I understand Mr M has recently sent in an offer from Barclaycard. Based on what Mr M has said, it seems Mr M has sent Barclaycard new evidence in the form of a quote from a separate contractor to remedy the issues with the underfloor heating. It's not clear if Mr M has sought an inspection from a boiler engineer to inspect it and issue him with a gas safety certificate (as he appears to have wanted a refund instead). But in any event, as explained above, I cannot comment on issues that have happened since Barclaycard originally considered the claim. I can only look at its response to Mr M's claim when it issued a final response. If Mr M remains unhappy with Barclaycard's new response to the new evidence being considered, he would need to raise a new complaint about its response. Barclaycard is entitled to review new evidence, and issue a response, and consider any complaint before this service can consider such issues.

Overall, I don't think Barclaycard's response to his claim requesting an independent report setting out the issues with the installation, and how it can be remedied was unfair. I also don't think Barclaycard refusing to offer a full refund due to the alleged illegal installation, and concerns over potential future losses was unfair. Barclaycard's response at the time the response was issued was not unreasonable, so I don't uphold this complaint. Any further reviews of the claim are not something I can comment on at this stage.

### **My final decision**

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 December 2025.

Asma Begum  
**Ombudsman**