

The complaint

Mr A complains about the outcome of a claim he made to Barclays Bank UK PLC trading as Tesco Bank (“Tesco Bank”) in relation to a car purchase.

What happened

In January 2025, Mr A paid a total of £9,900 using his Tesco Bank credit card to a car dealership I’ll call ‘R’ to purchase a car for his daughter.

Shortly after Mr A bought the car, he contacted R saying he’d noticed the boot parcel shelf was missing, the plastic clip on the fuel cap was broken and the back wiper was missing the small plastic casing. Mr A also said to R the car hadn’t been fully serviced by the manufacturer as R had claimed and it needed a major service.

Mr A says R didn’t respond to him. So, he contacted Tesco Bank for help. They initially reviewed his claim under the chargeback scheme but didn’t raise a chargeback as Mr A hadn’t supplied any document to confirm that a full service history was part of the contract, and they weren’t able to establish a monetary figure for the lack of this.

Tesco Bank also said the issues of quality was better suited to a claim under section 75 of the Consumer Credit Act 1974 (s75), which they then considered. Tesco Bank said to Mr A though that the necessary criteria for him to make a valid claim under s75 hadn’t been met. This was because the car was bought for his daughter by him and wasn’t for the benefit of him as the primary card holder.

Mr A wasn’t happy with Tesco Bank’s response and referred his complaint to our service. Our investigator didn’t recommend that it should be upheld. In summary, he felt Tesco Bank acted fairly by not raising a chargeback as there was no evidence the car was advertised as having a full service history. And he felt the quality issues with the car were minor and commensurate with its age and mileage. Our investigator said he was satisfied that Mr A could make a s75 claim but didn’t think it would have succeeded if Tesco Bank had considered this, for similar reasons to why he felt the chargeback wouldn’t succeed.

Mr A didn’t agree with our investigator. So, his 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.

I want to acknowledge that I’ve summarised the events of this complaint. I don’t intend any discourtesy by this – it just reflects the informal nature of our service. I’m required to decide cases quickly and with minimum formality. But I want to assure Mr A and Tesco Bank that I’ve reviewed everything on file. If I don’t comment on something, it’s not because I haven’t considered it. I’ve concentrated on what I think are the key issues, which our powers allow me to do.

It's important to note here that Tesco Bank isn't the supplier or seller of the car that Mr A bought. So, when deciding if Tesco Bank acted fairly, I'm focusing on their role as a provider of financial services only. I feel it's important to mention this because Mr A has explained why he thinks R was 'dodgy' as he was able to find multiple negative reviews about R online and has found information showing there was an active proposal to 'strike off' R as a company and that their accounts were overdue. That isn't though something that is relevant to the specific circumstances of Mr A's case, and how Tesco Bank considered it.

As Mr A used his Tesco Bank credit card to pay for the car, I consider that s75 and the chargeback scheme to be particularly relevant as they are avenues Tesco Bank could reasonably have explored to recover a refund for him. I will deal with each of these in turn.

S75

This sets out that, in certain circumstances, where Mr A paid for goods in part or in whole on his Tesco Bank credit card, and there was a breach of contract or a misrepresentation by the supplier (here, 'R'), Tesco Bank can be held responsible.

Tesco Bank said Mr A wasn't able to make a s75 claim because the required 'debtor-creditor-supplier' arrangement wasn't in place. This was because Mr A bought the car for his daughter and didn't derive any benefit from it as a result. Our investigator explained why he didn't agree with Tesco Bank's interpretation of this, and I agree with him. I'm satisfied that Mr A was solely involved in the negotiations with R to buy the car, which of course includes him ultimately purchasing it. I've seen no evidence that his daughter was involved in those negotiations with R in any way. So, I'm satisfied Mr A had a contract in place with R for the purchase. What Mr A then decided to do with the car is immaterial.

I've gone on to consider whether a s75 claim likely would have been successful had Tesco Bank considered the merits of the arguments Mr A made. I'll consider each of Mr A's points about the car in turn.

Service history

Mr A says R told him the car came with a full service history and that it had recently had a major service carried out on it. However, he says he contacted the manufacturer of the car who told him they didn't have any service history records for it.

I've looked at the advert of the car that Mr A saw before he purchased it, which he has sent to us (and to Tesco Bank as part of his claim). This was an advert on a well-known third party's website involved in the advertising of cars. The advert doesn't say the car came with a full service history, so I don't think it likely Tesco Bank would have concluded R misrepresented this to Mr A by giving incorrect details to the third-party company to display. And it's difficult to conclude that R said this to Mr A when there isn't much evidence of that, other than Mr A's verbal testimony.

The advert does say the car had recently had a major service carried out on it. And R provided Mr A with a copy of an entry which was stamped which seemed to show the car had been serviced at around 14,000 miles, which was approximately the mileage shown on the advert for the car.

I appreciate it's possible, like Mr A says, that this didn't happen at all. Mr A has said the stamp isn't timed or dated and doesn't explain what type of service was carried out. But I think it would have been difficult for Tesco Bank to have concluded R misrepresented that the car had a major service carried out as claimed in the advert, when there was some evidence the car had been serviced and not much evidence to show that it hadn't. I say this

because I've not seen evidence that the manufacturer or some other party relevant to the manufacturing or selling of the car has said the car hasn't been serviced. The parties Mr A contacted about this said they had no information about this, which isn't quite the same thing.

I've also considered the relevant provisions of the Consumer Rights Act 2015 (CRA), and in particular the requirement that goods are to be provided 'as described'. Bearing in mind the points I've made above about the description and advertising of the car, I don't think it likely that Tesco Bank would have concluded the car wasn't 'as described'.

So, taking the above into account, I don't think Tesco Bank would have likely concluded that the service history of the car, including any claim the car hadn't been recently serviced, had been misrepresented to Mr A.

Quality of the car

The CRA implies terms into the contract between Mr A and R that the car will be of satisfactory quality. Satisfactory quality is what a 'reasonable person' would expect, considering amongst other things, the age, price and mileage of the car.

Section 9 of the CRA refers to satisfactory quality and notes that the quality of goods includes their state and condition. It goes on to list the following aspects, amongst others, of the quality of goods: (a) fitness for all the purposes for which goods of that kind are usually supplied; (b) appearance and finish; (c) freedom from minor defects; (d) safety; (e) durability.

It's reasonable in my view to note that the car Mr A bought was around four years old and had travelled around 14,000 miles when purchased. So, it wouldn't be reasonable to expect a used car like this to be in the same condition it would have been in when it was first manufactured, sold or supplied. But just because the car was used with some mileage, doesn't mean Mr A has no right to claim the car wasn't of satisfactory quality. And, if Mr A can reasonably show that to have been the case, that would constitute a breach of contract on the part of R. And Tesco Bank could be held equally liable for this under s75.

Mr A sent photographs to Tesco Bank showing the parcel shelf and casing for the rear wiper were missing and the clip for the fuel cap was broken.

The advert for the car doesn't show that the car was advertised as having a parcel shelf, and, as this was a used car, there was no obligation as far as I'm aware for it to be sold with one. And, while the photos do seem to show the fuel clip was broken, I'm not aware this meant Mr A wasn't able to fuel the car or that this made the car unsafe. So, I consider this to be a minor cosmetic issue that might be expected from a four year old used car. Although the photos also show the plastic casing for the rear wiper was missing, I haven't seen that this impaired the operation of the wiper or that it would have damaged the car somehow. Again, I think this is a minor cosmetic issue that might be expected from a four year old used car.

I note also that Mr A provided evidence to Tesco Bank of a vehicle health check completed on the car in February 2025. This shows that the tread on the near-side rear was critically low and that the off-side rear tyre's condition was critical as there had been damage caused to it. The photo of the damage does look significant. But Mr A didn't mention that to R when he first contacted them to highlight concerns with the car. So, like our investigator, I can't rule out that perhaps the issues with the tyres were caused when the car was first used after Mr A purchased it. I note also, from looking at the MOT history of the car online, that the car passed its MOT a couple of months before Mr A bought it with no advisories, when the car had travelled 14,132 miles (which was pretty much what the advertised mileage of the car

was in the advert). I think it unlikely that the condition of the tyres would have deteriorated so markedly between that time.

Overall, I don't think Tesco Bank would have had enough persuasive evidence to show the car was of unsatisfactory quality when it was sold to Mr A. So, for the reasons I've set out above, I don't find there was sufficient evidence to show there was a breach of contract or a misrepresentation, such that it would have given rise to a successful s75 claim had Tesco Bank considered the claim correctly. So, I don't find that Tesco Bank unfairly deprived Mr A of the chance to claim a refund under s75 even though they should have considered the merits of his claim.

Chargeback

Tesco Bank didn't think it likely a chargeback would have been successful, which is why they didn't raise one. Bearing in mind my findings in the previous section about the likelihood that Mr A's s75 claim wouldn't have succeeded, I don't find that Tesco Bank acted unreasonably by not raising a chargeback. I don't think it likely there was a reasonable prospect for a chargeback to have been successful, for primarily the same reasons I've given in my findings around s75.

Conclusion

I'm sorry to disappoint Mr A. But, for the reasons I've given above, I won't be upholding his complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 April 2026.

Daniel Picken
Ombudsman