

The complaint

Mr S has complained that MBNA Limited “MBNA” declined his claim for money back in relation to a solar panel system he purchased.

What happened

In 2023, Mr S bought a solar panel system and a battery (the system) for his home. The cash price of the system was £12,200 and Mr S used his MBNA credit card to make two payments, and he made one payment via bank transfer. He paid the merchant (who I’ll refer to as F) in total £11,050 with a balance of £1,150 remaining.

Mr S says F failed to complete the installation, didn’t provide him with a battery, caused damage to his roof, installed a set of panels that were different to that quoted in the contract. He also said F is no longer certified by MCS – so is unable to provide him with the certification offered under the contract.

Mr S contacted MBNA to make a claim under section 75 of the Consumer Credit Act 1974 (section 75). MBNA used the chargeback process and was able to successfully retrieve the payments Mr S paid via its credit card. But Mr S had made a section 75 claim, as his claim was for more than just the payments made on his credit card. Mr S says he provided an independent report to support his claim after MBNA requested it.

MBNA subsequently reviewed his claim under section 75 but didn’t uphold it on the grounds there was insufficient evidence of a breach of contract or misrepresentation. It also pointed out that Mr S hadn’t paid for the system and installation in full. MBNA did pay Mr S £150 compensation for the delay in dealing with his section 75 claim.

Unhappy, Mr S referred the complaint to our service. Mr S’s complaint was considered by one of our investigators who didn’t think the complaint should be upheld. They pointed out that F had agreed to complete the installation, that the different panels were substituted in line with the contractual terms and after F had informed Mr S about the change, and F was able to offer the certification offered in the contract by using a MCS certified partner engineer to complete the installation. They also felt there was insufficient evidence to show F had caused damage to his roof. He felt MBNA could have dealt with Mr S’s claim more swiftly but its payment of £150 was fair and they didn’t recommend any more to be paid.

Mr S didn’t agree for the following reasons:

- He said that he was prepared to allow F to complete the installation if MBNA promised to cover any costs beyond the £12,200, he agreed to pay in the contract.
- He remained unhappy that MBNA hadn’t covered the cost of the independent report it had asked for.
- He also said F had now made further demands for payment and tried to change the contract which he wasn’t happy with.

Our investigator explained that this service could only review Mr S's complaint about the original complaint made, and if things had moved forward with F and new issues had come to light, he'd need to raise that with MBNA in the first instance. But as the complaint couldn't be resolved by our investigator, I've been asked to make 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.

Firstly, I'd like to reassure both parties that I've thought carefully about everything both parties have provided, but for much the same reasons as our investigator, I don't uphold this complaint and I'll explain why.

It may be helpful to explain that I need to consider whether MBNA – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr S's claim. Section 75 is a statutory protection that enables Mr S to make a 'like claim' against MBNA for breach of contract or misrepresentation by a supplier because he paid for the goods using his MBNA credit card. So, I need to consider whether, based on the available evidence, it was fair and reasonable for MBNA to respond to his claim in the way that it did, and if not, if there's grounds for me to uphold Mr S's complaint and order a remedy.

There are certain conditions that need to be met for section 75 to apply, such as the cost of the goods being within certain financial limits. Based on what I've seen I think those conditions have been met and MBNA doesn't appear to dispute this.

In order to uphold Mr S's section 75 claim on the basis that there has been a breach of contract, Mr S would need to evidence that F breached a term of the contract – and that caused him to suffer loss. He would have to show that either there was a breach of an express term of the contract or whether there has been a breach of an implied term. The Consumer Rights Act 2015 (CRA) implies terms into the contract that any services must be carried out exercising reasonable care and skill. Alternatively, Mr S would need to show he has been misled about the contract in some way, that he relied on this and this caused him to suffer loss. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

However, under the CRA, the onus is on Mr S to evidence his claim and based on what I've seen I don't think MBNA's response was unreasonable at the time it was given. Mr S's claim is broadly due to four main reasons, and I'll deal with Mr S's concerns individually.

Incomplete installation

Mr S says the installation is incomplete as although the panels have been installed on the roof, the system hasn't been commissioned, and he hasn't been provided with a battery. F said it has the remaining equipment needed to complete the installation and has tried to contact Mr S on several occasions to enable it to attend and complete the installation. I appreciate Mr S disputes this. But I don't think it was unreasonable for MBNA to conclude there isn't sufficient evidence of a breach of contract for this issue, as everyone appears to accept that the installation isn't complete, but if F is willing to complete it, this resolved the problem. Without Mr S being able to provide evidence that F had refused to complete the installation or couldn't complete it, I don't think MBNA's position on this was unfair.

Different type of panels

Mr S is correct that his contract notes a specific type of panel, and a different set appears to have been installed. But from the information provided by F to MBNA, it looks like this was explained to Mr S before the panels were installed. And as explained by our investigator, the terms allow F to substitute the type of panels installed if technical issues require it which F said was the reason for the change. The terms specify that any substitute will not adversely affect the nature and use of the system. The report Mr S has provided does not say the new panels are not suitable, compatible or there are any issues with them but simply comments that a review should be carried out to ensure that the new panels are compatible with the system.

F appears to have acted in line with the contractual terms and also notified Mr S of the change before he allowed them to be installed on his roof. Additionally, currently there's no evidence that the new panels installed will affect the nature and use of the overall system. So, this doesn't amount to a breach of contract and I'm unable to uphold Mr S's complaint on this basis.

Certification

Mr S's contract does list a series of certification that will be provided but I understand this certification can't be provided until the system is fully installed and commissioned. F said it hasn't been able to do this as it hasn't been able to complete the installation. F has lost its certification since agreeing to this sale but says it uses partner companies which has an MCS certified engineer to complete the installation. It told MBNA that Mr S will be given the certification offered under the contract. The difficulty with Mr S's claim based on this issue is that, only once the system is complete can certification be provided. And until F is unable to provide the certification once the system is installed, can a claim of this nature be raised. Currently, I don't think MBNA setting out that F should be allowed to complete the installation, and provide the certification is unreasonable. If following the commissioning of the system, the certification can't be provided, then a claim for breach of contract and/or misrepresentation can be raised then.

Roof

I understand Mr S says that his roof started leaking following the installation of the panels on his roof. While the report mentions the leaking *may* have been caused by the panels, it falls short of confirming that it does. It recommends a roofing specialist to look at the roof and repair it. I don't think it was unfair for MBNA to conclude that there isn't sufficient evidence to support the allegation that F damaged Mr S's roof.

I understand why Mr S remains so unhappy with the outcome of his claim. But at this stage, I don't think there is sufficient evidence that there has been a breach of contract. Where F is willing to complete the installation, provide the certification and has otherwise acted in line with the contractual terms, I don't think it was unfair for MBNA to conclude that it isn't obligated to offer a remedy. It may well be that F is able to do all it has offered under the contract. Once the installation is complete, if F hasn't delivered what its required to, or Mr S still feels F has misrepresented matters to him, Mr S is able to raise a new claim then based on any new evidence and circumstances.

I understand MBNA attempted a chargeback in the first instance when Mr S made it clear he was seeking more than just a refund of the amounts charged on his card. So, while the chargeback attempt was successful, it didn't result in him getting a full refund of everything he had paid and led to a delay in dealing with his section 75 claim. But as explained by our investigator, MBNA has paid him £150 compensation for this which is broadly in line with what we would normally award for a delay of this nature.

I understand Mr S has asked MBNA to assure him that he will not be expected to make any payments beyond the £12,200 he agreed to pay under the contract. Under a section 75 claim, MBNA only has to respond to claims for breach of contract or misrepresentation. We would not expect it to agree to pay out for hypothetical losses/costs that Mr S hasn't yet incurred and especially without knowing what caused them. So, this is not something I can direct MBNA to do. Mr S is able to raise further claims if he needs to do so as and when needed and MBNA will be expected to consider them.

I understand that Mr S is unhappy that he paid for an independent report to support his section 75 claim which hasn't been refunded. I'm afraid this isn't unusual. The onus is on him to prove his claim and incur the costs of doing so. If his claim had been upheld, he might have been able to recover these amounts as a consequential loss to the breach of contract. But as there hasn't been a breach of contract, this isn't something I can direct MBNA to refund to him.

I would clarify that I appreciate Mr S says that F has now made some additional requests that he isn't happy with. As explained by our investigator, I am unable to comment on any new issues that have come to light more recently. We are unable to look into matters until a financial business, like MBNA has been given an opportunity to review matters and, if needed, put it right in the first instance. But Mr S can raise any new concerns with MBNA and refer matters to this service again in due course – if it is needed.

I also understand that Mr S has highlighted concerns that F may seek recovery of the sums owed to it via the courts. This service is unable to stop any parties going to court, so I'm afraid this isn't something we can help with. So, Mr S would have to seek independent legal advice if the matter is pursued through the courts.

This service is limited to directing businesses to putting matters right where they haven't responded to consumers complaints in a fair and reasonable manner. And as I've found that MBNA's response to Mr S's claim wasn't unreasonable, I find no grounds to uphold this complaint. I hope Mr S is able to resolve matters directly with F, and if not, as explained above, he is able to raise a new claim with MBNA if needed.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 February 2026.

Asma Begum
Ombudsman