

The complaint

Mr T has complained that NewDay Ltd trading as John Lewis Credit Card “NewDay” declined his claim for money back in relation to a set of wheel refurbishments.

What happened

The facts in this case are not disputed so I’ll only briefly set them out here. Mr T says he paid £630 to a supplier (who I’ll refer to as A), in April/May 2025 to refurbish the wheels on his vehicle. He paid £30 on his NewDay credit card on 22 April 2025.

Mr T says that he is vulnerable, following a brain injury and he feels A charged him too much for one hours work. He also said that A didn’t do a good job and left white paint all over his tyres.

Mr T contacted NewDay to make a claim under section 75 of the Consumer Credit Act 1974 (section 75) for the reasons mentioned above. NewDay considered Mr T’s section 75 claim and declined this on the basis that there was insufficient evidence that there was a breach of contract. Mr T referred his complaint to our service reiterating his earlier points.

Mr T’s complaint was considered by one of our investigators. They also agreed that there was insufficient evidence to show that there has been a breach of contract or that he was mis-led about the costs. They added that while Mr T had informed NewDay about his vulnerability, he’d also confirmed he didn’t need any adjustments to be made. So overall, he didn’t think NewDay had treated Mr T unfairly.

Mr T at this time submitted an email from another tyre company which said his tyres hadn’t been refurbished well or in line with industry standards and, in their view, Mr T tyres needed to be fully refurbished again. It said it was able to do this for an additional £600. NewDay looked into the claim again and said that Mr T hadn’t provided a copy of the original contract/invoice with A, to show exactly what it had agreed to do, so it still wasn’t satisfied there had been a breach of contract.

Our investigator agreed and asked Mr T to submit a copy, but he was unable to and asked if NewDay had a copy. Our investigator also contacted A directly, to see if it would submit a copy but had no response. To date, no party has been able to provide a copy of the original contract/invoice with A. Without this our investigator didn’t recommend the complaint to be upheld and didn’t change their earlier view of the complaint.

Mr T remained unhappy, as he said he’d now provided evidence that his tyres hadn’t been refurbished correctly and was substandard. He asked this service to consider any information on A’s website as to what his contract likely covered.

As the complaint couldn’t be resolved, the complaint has been passed to me 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 Mr T, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of this complaint in this decision as I'm required to decide matters quickly and with minimum formality.

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

There are certain conditions that need to be met for section 75 to apply. Neither party has disputed that those conditions have been met so I've assessed this case on the basis that the conditions have been met. But I'm mindful that in order for section 75 to apply, the cash price of the goods/service has to be more than £100 and less than £30,000. Mr T only paid £30 on his NewDay credit card and says he paid A £630. If at any point he wishes to re-submit his claim (see below), he would need to show that the cash price of the service he paid for was more than £100. In any event, as NewDay hasn't disputed this, and I don't think the complaint should be upheld, at this stage, I have not delved into this any further.

In order to uphold Mr T's section 75 claim on the basis that there has been a breach of contract, Mr T would need to evidence that A 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 T 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, in order to assess either a claim for misrepresentation and/or a breach of contract – I'd need to see evidence of what A actually agreed to offer Mr T in the contract, and how that was breached. Or evidence of anything that was misrepresented to him and how that caused loss.

Mr T has provided the opinion of a second wheel company who says that his tyres haven't been refurbished to a reasonable standard and the costs of putting that right. But I haven't seen evidence of what A agreed to do for him in the first instance. I would add that as this second company appears to want to refurbish Mr T's tyres at a charge of £600, it might not be deemed independent.

My concern with this case is that Mr T has only paid £30 on his credit card and NewDay would only be responsible for any failings in relation to the contract associated with the £30, and only if that contract met the conditions needed for section 75 to be applicable. Without a contract and/or an invoice I cannot see what A agreed to do for him, how much that service cost, that Mr T went ahead with the contract and that A then completed the work. Only then would I be able to assess whether A failed to deliver what had been agreed.

Additionally, if the costs in relation to the service offered to Mr T were made clear, and Mr T agreed to it, generally he can't then later claim that he was charged too much or that the contract didn't represent good value. He'd need to show that he was mis-led about the costs before entering into the contract to make NewDay liable to offer any remedies.

I would add that the information available on A's website about the services it offers would not be sufficient to uphold his claim, as we still wouldn't have evidence of what specific service A had offered Mr T as part of the particular contract in dispute.

I want to make clear that I am not saying something hasn't gone wrong. But while I sympathise with Mr T's position, section 75 is a legal claim, and the onus is on Mr T to provide evidence to support his claim. And I don't think it's unfair to conclude that the evidence submitted falls short of what is required to prove his claim.

Based on the evidence submitted to NewDay, I don't think it was unreasonable for it to conclude that Mr T hadn't provided sufficient evidence of a misrepresentation or breach of contract in this case. While I am sorry to hear Mr T is unhappy, with section 75 in mind, I don't find there are grounds to direct NewDay to offer a remedy at this stage.

Mr T can now see if he can locate the original contract/invoice/quote and evidence of payments made to A. He can ask NewDay to reconsider his claim on this basis. But based on what he has currently submitted, I don't think NewDay acted incorrectly for declining his claim and subsequent complaint.

I also understand that Mr T is vulnerable and I sympathise with the difficulties he has experienced. Mr T told NewDay he doesn't require any adjustments to be made so I don't think it's done anything incorrectly while responding to his claim. But should he require any help in communicating with NewDay, he is able to contact it to ask for help. But at this stage, I don't think overall NewDay has acted unfairly and find no grounds to uphold Mr T's complaint.

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 T to accept or reject my decision before 26 February 2026.

Asma Begum
Ombudsman