

## The complaint

Ms T complains about how Barclays Bank UK PLC trading as Barclaycard handled a claim she made under Section 75 of the Consumer Credit Act 1974 (“Section 75”).

## What happened

In March 2024, Ms T used her credit card with Barclays to pay deposit of £200 to a car dealership, who I’ll call “X”, to buy a used car. A few days later, Ms T transferred the remaining balance of £6,000 to X, from her current account and collected the car.

Shortly after taking ownership of the car, Ms T raised some concerns about its quality. She said there were faults with the headlamps and some of the seatbelts were damaged. Despite initially struggling to get X to do anything, X agreed to review Ms T’s concerns. And in June 2024, X made some repairs to the seatbelts and checked some of the other points Ms T had raised.

A few months later, Ms T says she wasn’t convinced by X’s repairs to the seatbelts. So, she asked X if she could reject the car and get her money back. X didn’t agree with Ms T’s request, which meant she continued to drive the car for her day to day use. However, in March 2025, Ms T raised a Section 75 claim with Barclays and said X had breached the contract she had with them.

In their review of Ms T’s Section 75 claim, Barclays noted that the car had passed a Ministry Of Transport (MOT) test, shortly before Ms T bought it. They said this meant the seatbelts met the standard expected, and that X had since made repairs. So, they didn’t think there was a breach of contract by X. Ms T didn’t agree and paid for an independent inspection of the car, which supported her view that there were faults with the car.

Consequently, Ms T complained to Barclays about the outcome of her Section 75 claim. In their final response to Ms T’s complaint, Barclays reiterated that they didn’t think the car was of unsatisfactory quality at the point of sale, given its age and the mileage it had been driven. So, they said they had handled Ms T’s Section 75 claim fairly. Ms T didn’t accept Barclays’ response and brought her complaint to this service.

One of our investigators looked into Ms T’s case and found that Barclays had treated Ms T fairly. He said the independent inspection was completed around a year and a half after the sale, and where Ms T had driven the car for an additional 4,000 miles. The investigator was also persuaded X hadn’t breached the contract with Ms T, because it passed an MOT test shortly before she bought it. So, the investigator didn’t think Barclays’ review of Ms T’s Section 75 claim was mistaken.

Ms T didn’t agree with the investigator’s findings and said it took time to argue her point with X and Barclays, and gather relevant evidence. She said the damage to the seatbelts could have happened after the MOT test, and the independent report shows the car wasn’t of satisfactory quality at the point of sale.

The investigator didn’t change his conclusions and Ms T’s complaint has now been passed

to me to make a final 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.

I want to acknowledge where I've summarised the events of Ms T's complaint. I don't intend any discourtesy by this, as it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Ms T and Barclays that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I'd also like Ms T to know that I empathise with the position she has found herself in. I'm aware Ms T has now bought a second car, and I understand how this might be impacting her financial circumstances.

What I need to consider is whether Barclays, as a provider of financial services, has acted fairly and reasonably in the way they handled Ms T's request for getting her money back. It's important to note Barclays isn't the supplier of the car Ms T took a contract out for. So, I've gone on to think about the specific card protections that are available. In situations like this and the time that has passed since the sale, I think Barclays were to correct to consider assessing a claim under Section 75.

Section 75 is a statutory protection that enables Ms T to make a like claim against Barclays. The claim can be for breach of contract or misrepresentation by a supplier, paid by credit card in respect of an agreement they had with her for the provision of goods or services. But there are certain conditions that need to be met for Section 75 to apply. Having thought about those conditions, I think they have been met in Ms T's case. So, I've moved on to consider the claim itself.

Under the Consumer Rights Act 2015 (CRA), there is an implied term written into contracts that goods supplied need to be of satisfactory quality, fit for their intended purpose and as described. The CRA then sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

The CRA says that goods will be considered of satisfactory quality where they meet the standard a reasonable person would consider satisfactory. This takes into account the description of the goods, the price paid and other relevant circumstances.

In a case involving a car, the other relevant circumstances to take into account might include things like the age and mileage at the time of supply, and the car's history. In Ms T's case, the vehicle was a used car that was around eleven years old, had been driven for about 62,000 miles and had a purchase price of £6,200.

Overall, I think the circumstances of Ms T's car mean she could expect it to show signs of wear and tear, with lower expectations of its quality, than if the car was brand new.

I've looked at the records for the car and I can see where it passed an MOT test in January 2024, two months before Ms T bought it. I cannot see any advisory remarks suggesting the seatbelts were damaged. So, on balance, I think the condition of the seatbelts in January 2024, were sufficient to satisfy the criteria of an MOT test.

The mileage records for the car suggest it had been driven for around an additional 450

miles, from the time of the MOT test, to when Ms T made the purchase. I accept Ms T's point that the damage she spotted on the seatbelts, could have happened after the MOT test. But, I'm not persuaded that's the case. I say this because Ms T purchased the car soon after the MOT test and where the car wasn't used to any great extent.

A few weeks after the sale, Ms T spoke to X about the damage to the seatbelts. She provided X with pictures of the areas she was concerned about and X eventually arranged a repair. From looking at the timeline of events, it seems it wasn't until over eighteen months later, when Ms T asked a third party specialist to evaluate the car. By this stage Ms T had driven the car for a further 4,000 miles.

I acknowledge where Ms T says she had no choice but to use the car in that period. However, I think Ms T judged the car and repair to be safe enough to drive and use a key safety component, such as a seatbelt. I can also see where the independent report completed in September 2025, says the damage to the seatbelts was beyond the tolerance within the MOT test guidelines. But, I also need to keep in mind the time Ms T had the car and the mileage it had covered.

I've thought carefully about the circumstances and the likely condition of the car at the point of sale. I've also thought about the length of time Ms T used the car and the distance she had driven it. I recognise where further repairs to the car are needed now. But on balance, I don't think it was unfair for Barclays to conclude that a reasonable person would suggest the car was of a satisfactory quality at the point of sale. It then follows that I don't think X breached the contract they had with Ms T.

That said, I recognise the time, effort and cost Ms T has gone to, to present her arguments in this case. While I've not found in her favour, I thank Ms T for the information she has gathered and the way she has presented it during her complaint. But, in all the circumstances, I think Barclays handled Ms T's Section 75 claim fairly. So, I do not require them to offer Ms T a remedy.

### **My final decision**

My final decision is that I don't uphold Ms T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 14 April 2026.

Sam Wedderburn  
**Ombudsman**