

## **The complaint**

Mr A complains about how Barclays Bank UK PLC trading as Barclaycard ("Barclays") handled a claim he made in relation to a transaction on his credit card.

## **What happened**

Mr A purchased a dishwasher, from a company I'll refer to as "S", through his Barclays credit card in August 2019. The cost of the dishwasher was £729.

Following return from a holiday in September 2022, Mr A complained to S and said the dishwasher was displaying a fault light. S told Mr A the dishwasher circulation pump may be blocked. It said this could be due to a long break between wash/rinse cycles over weeks or months at a time. S also said there could be a technical fault with the dishwasher and sent Mr A two bottles of rinse aid. It provided Mr A with some instructions to try and rectify both the potential causes of the fault. It said if the fault persisted, S would be able to repair the fault at a cost to Mr A.

Mr A told S he had followed its instructions without success. S apologised for the inconvenience and told Mr A that a repair would be chargeable, as the dishwasher was outside the guarantee period.

In December 2022, Mr A contacted Barclays and completed a dispute form. Barclays responded in January 2023 and asked Mr A to obtain an independent report. It said it would pay £100 towards this. However Mr A was unhappy about this and said when he purchased the dishwasher, S told him the dishwasher had a 20 year life span.

In June 2023, Barclays issued its response to Mr A's complaint. It said Mr A hadn't provided it with an independent report and so, it hadn't made any errors when handling his dispute under section 75 of the Consumer Credit Act 1974 ("s75"). It reiterated its offer to pay £100 towards an independent report should Mr A wish to obtain one.

Unhappy with this, Mr A referred his complaint to this service. Mr A said he had a written statement from S that the damage to his machine was not his fault. He said he didn't think he should need to obtain an independent report.

Our investigator looked into the complaint but didn't think Barclays had acted unfairly. She said the correspondence from S said that parts weren't guaranteed and these could fail. Our investigator said she hadn't seen any evidence to suggest the dishwasher was faulty at the time it was supplied or shortly after. She also said Mr A didn't raise any issues with the dishwasher for more than three years and so, she didn't think it was unfair that Barclays had asked Mr A to obtain an independent report.

Mr A disagreed. He said the dishwasher was used at least every two days after purchase, however it broke down after it wasn't used for ten days due to a holiday. Mr A said the circulation pump shouldn't have failed as it was a main functioning part of the dishwasher and it wouldn't have failed had it continued to be used regularly. Mr A said S should have repaired the fault even though it was outside of the warranty period.

Our investigator responded and said she thought the dishwasher was of satisfactory quality at the time it was supplied to Mr A. She said she hadn't been provided with any evidence of the fault and Barclays were entitled to request an independent report.

Mr A said he contacted his regular service engineer who said the fault was likely to be the circulation pump.

Our investigator said no new evidence had been provided and so, she wasn't persuaded to change her opinion.

As Mr A remains in disagreement, the 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've read and considered the whole file and acknowledge that Mr A has raised a number of different complaint points. I've concentrated on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it – but because I don't think I need to comment on it in order to reach what I think is the right outcome. The rules of this service allow me to do this.

To make it clear, this complaint is about Barclays, as Mr A's credit card account provider. It's not about S who is the supplier of the dishwasher.

I've considered whether I think it was fair and reasonable for Barclays to decline Mr A's s75 claim.

Under s75, Barclays are jointly liable for any breaches of contract or misrepresentations made by the supplier of goods or services – which is S in this case.

In order for there to be a valid claim under s75, there needed to be a debtor-creditor-supplier ('DCS') agreement in place. Mr A made the purchase on his credit card which was supplied by Barclays. I can see the invoice from S is in Mr A's name. Barclays have shown the credit card transaction was in Mr A's name to S. So, I'm satisfied a valid DCS agreement exists here.

I've then considered the financial limits that apply to a valid s75 claim. Mr A needed to have purchased a single item with a cash price of over £100, but no more than £30,000. I can see from the invoice that the amount is within the financial limits. So, it follows that I'm satisfied the financial limits have been met for a valid claim concerning the carpet.

Overall, I'm satisfied Mr A has a like claim against Barclays, as he does against S. And that S were acting as an agent of Barclays. What I now need to consider is whether there was a breach of contract or misrepresentation that took place. I've considered this based on all the evidence provided by Mr A and Barclays.

When considering this, it's important to note that The Consumer Rights Act 2015 ("CRA") implies a term into the contract that the goods supplied will be of satisfactory quality. Satisfactory quality is what a reasonable person would expect. So the dishwasher's condition at the point of supply, should meet the standard a reasonable person would consider satisfactory considering factors such as the description and price of the goods.

The CRA says the aspects of the quality of the goods includes their general state and condition alongside other things such as their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

Mr A purchased a brand new dishwasher for which he agreed to pay a total of £729. Bearing this in mind, I don't think a reasonable person would expect the dishwasher to have any problems for a reasonable amount of time and I think they would have high expectations for

the quality of the dishwasher. If the quality of the dishwasher was unsatisfactory, I would consider this to be a breach of contract.

Mr A complained about the fault code that he says appeared on the dishwasher.

I've seen a copy of the correspondence that Mr A has provided between himself and S. In this correspondence, it's clear that during a telephone call between Mr A and S, Mr A mentioned a fault code that he says was appearing on the dishwasher.

I can see that following the call, S sent Mr A troubleshooting guides for the fault Mr A said the dishwasher was displaying. Two potential causes were listed by S, which were the circulation pump being blocked or a technical fault. In relation to the circulation pump being blocked, it said, *"In longer breaks between wash/rinse cycles (lasting weeks or months at a time), or when using for the first time, the pump may become dry and stick together"*. Mr A says he followed these instructions, but it didn't fix the issue.

Mr A hasn't supplied any further information to support his claim. And no supporting information has been provided to demonstrate the fault or to show the fault exists. But even if I am to accept there is a fault code that appears, it's unclear why the fault has occurred and this in itself doesn't mean the dishwasher is of unsatisfactory quality.

Given that Mr A has been able to use his dishwasher without issue for more than three years, I'm satisfied on balance that the dishwasher wasn't faulty when it was supplied to Mr A. I also don't think the current issue was present or developing at the point of supply due to the number of times Mr A was able to use the dishwasher.

Having said this, I have thought about whether I think the dishwasher was durable. Mr A says the dishwasher should last 5,000 washes and he has used it for less than 1,000 washes. But this in itself doesn't mean that a dishwasher will not have maintenance or wear and tear issues that occur from time to time.

There is no supporting information to confirm why the issue has occurred and whether it is reasonable for the issue to occur three years after the dishwasher has been supplied. However, considering Mr A's use of the dishwasher and that the circulation pump could be blocked for a number of reasons, I think that a reasonable person would consider the dishwasher to be durable and I think that the issue with the dishwasher is more likely than not down to wear and tear.

In light of this, I think the dishwasher supplied to Mr A by S is of satisfactory quality. And so, I don't think there has been a breach of contract. Nor have I seen anything to suggest the dishwasher was misrepresented. It follows all of this that I don't think Barclays unfairly declined Mr A's complaint under s75.

In addition, given I'm not satisfied there has been a breach of contract or a misrepresentation, I don't think it was unreasonable for Barclays to ask Mr A to provide further information or to obtain an independent report to support his claim.

I appreciate that this decision will likely come as a disappointment to Mr A. However, should Mr A upon reflection decide to obtain an independent report, I suggest he contacts Barclays in the first instance.

### **My final decision**

My final decision is that I do not uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 February 2024.

Sonia Ahmed  
**Ombudsman**