

## The complaint

Mr S complains that Barclays Bank UK PLC, trading as Barclaycard, won't refund to him the amount that he's claimed as a result of some carpet being supplied and fitted.

## What happened

Mr S used his Barclaycard credit card in August 2020 to pay £1,545 for a supplier to supply and fit a lounge carpet and a coir mat in the entrance of a house. The fitter caused damage to the newly decorated walls and skirting boards when the carpet and mat were being fitted in September 2020 and he says that the supplier agreed to replace the coir mat and pay for the decorative damage. The fitter failed to attend to replace the coir mat at the agreed time and Mr S made a claim to Barclaycard.

It made a chargeback claim for the £1,545 that Mr S had paid to the supplier but the supplier defended the claim and Barclaycard said that it was unable to take further action about the chargeback – but it credited a total of £150 to his account because of the way that it had dealt with the claim. It said that it couldn't pursue Mr S's claim under section 75 of the Consumer Credit Act 1974 as the supplier had fulfilled its obligation by supplying the carpet and it had no financial link with the carpet fitter.

Mr S wasn't satisfied with its response so complained to this service. He says that he paid the supplier to supply and fit the carpet and mat and he wasn't aware of any separate arrangement to pay £135 to the fitter until the fitter asked for it after the carpet and mat had been fitted. He says that Barclaycard should refund to him the £1,545 that he's paid to the supplier, pay the cost of redecorating which is £1,835 and pay him £300 plus VAT for his lost earnings when the supplier failed to attend to replace the coir mat.

Our investigator recommended that his complaint should be upheld in part. She thought that there had been a breach of contract in the supply of the coir mat but the supplier had agreed to replace it. She thought that that was appropriate and that the supplier should be given an opportunity to replace the coir mat. She thought it likely that damage was caused by the fitters but she couldn't say that the estimate provided by Mr S to rectify the damage was proportionate to the amount of damage – so she recommended that Barclaycard should pay Mr S £300 for the damage to be rectified.

Barclaycard has accepted that recommendation and says that it wouldn't consider Mr S's claim for loss of earnings. It says that in disputes like this there is always some degree of inconvenience for customers when trying to deal with a merchant to resolve an issue.

Mr S has asked for his complaint to be considered by an ombudsman. He says that his losses are the full contract value paid to the supplier, the quoted redecoration costs of £1,835 plus his lost earnings. He says that prior to the carpets being fitted he had all the skirting boards and architraves replaced, a full redecoration of the ground floor and a ceramic floor laid in the hall. He says that the supplier was fully aware of that prior to fitting, the rooms and walls were unused and perfect and that he will not accept a touch up job or patching up - the walls must be perfect as they were prior to the carpets being fitted.

## 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Barclaycard made a chargeback claim to the supplier for the £1,545 but it was defended by the supplier which said that it had supplied the carpet and had agreed to replace the coir mat so Barclaycard said that it was unable to take any further action about the chargeback – but it credited his account with a total of £150 because of the way that it had dealt with the claim;
- it said that it couldn't pursue Mr S's claim under section 75 as the supplier had fulfilled its obligation by supplying the carpet and it had no financial link with the carpet fitter – but Mr S says that the supplier had agreed to supply and fit the carpets, he had no relationship with the fitter and hadn't agreed to pay any money to it, and hadn't been provided with a copy of the invoice;
- in certain circumstances, section 75 of the Consumer Credit Act 1974 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier;
- to be able to uphold Mr S's complaint about Barclaycard, I must be satisfied that there's been a breach of contract or misrepresentation by the supplier and that Barclaycard's response to his claim under section 75 wasn't fair or reasonable – but I'm not determining the outcome of Mr S's claim under section 75 as only a court would be able to do that;
- the supplier's invoice says that it will supply and fit the carpet and mat for £1,545 – the invoice hasn't been signed by Mr S even though there is an area for a customer's signature – and it says that Mr S will “*pay fitter direct £135*”;
- there were clearly issues when the carpet and mat were fitted and the supplier has agreed to replace the coir mat and I consider it to be more likely than not that it also agreed to make good the damage caused by the fitter;
- the fitter failed to attend at the agreed time to replace the coir mat because an earlier job had over-run – but I consider that the supplier's offer to replace the coir mat was fair and reasonable and that it had arranged an appointment for the fitter to fit the mat;
- that didn't happen and I can understand the frustration and inconvenience that Mr S was caused when the fitter didn't arrive, but I'm not persuaded that it would be fair or reasonable in these circumstances for me to require Barclaycard to pay him the £300 plus VAT that he's claimed for his loss of earnings;
- the carpet was fitted in the lounge and the supplier has agreed to replace the coir mat in the entrance and I'm not persuaded that it would be fair or reasonable for me to require Barclaycard to refund to Mr S all or any part of the £1,545 that he paid to the supplier;
- Mr S has provided an invoice dated in August 2020 for redecorating of the entrance, toilet and living room of the house at a total cost of £1,832.96 – he's also provided photos showing the damage to the walls and skirting that he says was caused by the fitter and a quote of £1,835 for “*repairs to walls and woodwork in the entrance and living room after damage from floor covering installation*”;

- I can also understand the disappointment and frustration that Mr S will have experienced about the damage to his newly decorated entrance and lounge and I consider it to be more likely than not that the damage was caused by the fitters;
- I agree with our investigator that it would be fair and reasonable in these circumstances for Barclaycard to pay for the damage to be rectified – but I also agree with her that the estimate for the remedial decoration doesn't seem to be proportionate to the damage caused by the fitters and the cost of the original decoration;
- whilst I understand Mr S's concern about not wanting a "*touch up job or patching up*", I'm not persuaded that it would be fair or reasonable in these circumstances for me to require Barclaycard to pay £1,835 for the cost of the redecoration; and
- I agree with our investigator that it would be fair and reasonable for Barclaycard to pay £300 to Mr S towards the cost of rectifying the damage caused by the fitters – and it has agreed to do so.

### **Putting things right**

I find that it would be fair and reasonable for Barclaycard to pay Mr S £300 for the damage caused by the fitters. I'm not persuaded that it would be fair or reasonable for me to require it to pay him a higher amount of compensation than that or to pay him for the loss of earnings that he's claimed.

The supplier has offered to replace the coir mat. If that hasn't already happened and Mr S wants the supplier to replace it, I suggest that he contacts the supplier to try to arrange an appointment for the replacement mat to be supplied and fitted.

### **My final decision**

My decision is that I uphold Mr S's complaint in part and I order Barclays Bank UK PLC, trading as Barclaycard, to pay him £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 August 2021.

Jarrold Hastings

**Ombudsman**