

## **The complaint**

Mr A complains that PayBreak Limited ("PayBreak"), trading as afforditNOW have rejected a claim he made to them under section 75 of the Consumer Credit Act (1974).

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my 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 know it will disappoint Mr A, but I agree with the investigator's view. Please let me explain why.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments 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.

When something goes wrong and the payment was made, in part or whole, with a fixed sum loan, as is the case here, it might be possible to recover the money paid through a section 75 claim. This section of the Consumer Credit Act (1974) says that in certain circumstances, the borrower under a credit agreement has a like right to claim against the credit provider as against the supplier if there's either a breach of contract or misrepresentation by the supplier.

When considering a complaint about a financial services provider, I'm not determining the outcome of a claim that a party might have under section 75. I take section 75 into account when I think about what's a fair way to resolve the complaint, but I don't have to reach the same view as, for example, a court might reach if Mr A made a claim through them for breach of contract or misrepresentation.

Mr A says the license plate he bought was useless as the merchant didn't tell him it could only be used legally on newer vehicles.

But PayBreak have provided a copy of the screen Mr A would have been faced with when making his payment. On that screen, under the title "*Registration Suitability*", there is a tick box that says:

*"I acknowledge this registration is only valid for vehicles registered after 1 September 2014".*

The payment can't proceed until the consumer ticks this box and I think, it's highly likely this was shown to Mr A when he made his purchase.

I'm therefore not persuaded Mr A hadn't been told about the limited use the license plate would have and I don't think PayBreak were unfair when rejecting his claim.

### **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 12 May 2021.

Phillip McMahon  
**Ombudsman**