

## The complaint

Mrs J complains about how Clydesdale Financial Services Limited trading as Barclays Partner Finance ('BPF') dealt with her claim against it.

## What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

In April 2023 Mrs J financed two-bathroom installations with two fixed sum loans from BPF. A credit card was also used to fund the deposits. The bathroom installations were provided by a retailer which I will refer to as 'the supplier'.

Because of dissatisfaction with the quality of the installations around October 2023 Mrs J raised a claim against BPF under Section 75 of the Consumer Credit Act 1974 ('Section 75') for the cost to put things right. Around this time a separate claim was made against the supplier by Mrs J's son (whom I will refer to as Mr J).

BPF answered the Section 75 claim. And then considered things further when Mrs J got in touch again explaining she wanted it to implement its original offer. Mrs J was not happy with BPF's response so escalated a complaint about it to this service.

Our investigator noted BPF had cancelled the finance agreements and refunded payments. But said it should also refund Mrs J both deposits plus out of pocket interest on refunds to date and pay her £250 compensation for the way the claim was handled. BPF agreed to this. However, Mrs J was not satisfied with the proposal and has asked for an ombudsman to look at things for a final decision.

I issued a provisional finding on this case which said:

### ***What I've provisionally 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.*

*While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.*

*I also note that Mrs J has indicated the matters she wants me to consider and those she does not want me to revisit. However, as the ombudsman deciding this complaint it is for me to determine the key issues – and not the parties to this complaint.*

*Section 75 in certain circumstances allows Mrs J to hold BPF liable for a 'like claim' for breach of contract or misrepresentation in respect of an agreement by a supplier of goods or services which is funded by the loans. For clarity I am not considering any claim here in respect of the credit card which I understand was not provided by BPF.*

*I note in bringing this complaint Mr J has been corresponding on behalf of Mrs J. So in referring to her communication with BPF I also refer to things said on her behalf.*

*There are certain requirements that must be met for Section 75 to apply – which relate to things like the cash price of the goods and the parties involved. After considering these factors I do not think the requirements are in place for Mrs J to have a valid claim against BPF for the alleged breaches by the supplier. I will explain why.*

*For Mrs J to have a claim against BPF for breaches by the supplier there needs to be the relevant 'Debtor-Creditor-Supplier' agreement in place that gives rise to such a claim.*

*I think the evidence is clear, that it is Mr J who is the customer of the supplier and contracted with it for the supply of its goods and services. I can see that on the contractual paperwork he is solely named as its customer and person agreeing to the contracts for the bathroom installations.*

*A Section 75 claim is based on a claim the debtor would have in court against the supplier. Mrs J, despite paying for the goods and services, has not contracted with the supplier here for their supply (Mr J has). Because of this, I consider the requisite 'Debtor-Creditor-Supplier' agreement is not in place to give rise to a claim by Mrs J against BPF for the alleged breaches by the supplier here.*

*For completeness, I note Mr J has recently indicated to this service that he was acting on behalf of Mrs J and his name appeared on the paperwork for administrative reasons. However, I don't consider the evidence supports a conclusion that the supplier understood it was contracting with Mrs J and only communicating with Mr J in the capacity of an administrative contact. The contractual documentation (including the 'notes') do not reflect this agreement as I would have expected, while the supplier's internal system notes list Mr J as its sole customer and 'claimant' in respect of the legal action being taken against it about the bathroom installations. The supplier's legal correspondence in respect of the claim against it and proposed settlement agreement are addressed to Mr J as the sole claimant. Furthermore, in the correspondence Mr J has with the supplier and its legal representatives he presents himself as party to the legal claim against it - which undermines his recent testimony to this service suggesting he was acting as an administrative contact.*

*I am sorry to hear about the issues with the installations. However, because Mrs J does not have a valid Section 75 claim against BPF in respect of the supplied goods and services here I cannot fairly conclude that it needs to do anything more than it has to date in respect of the claim outcome.*

*For completeness, I note Mrs J in her complaint to BPF mentioned it had unwound her finance agreements without proper authority. She says this was done while crucial aspects of the claim were unresolved. However, from what I can see Mrs J requested BPF 'wind-back' the finance without being clear this was contingent on other claimed losses being paid out. I say this noting that BPF's original claim response offered to review these aspects of the claim going forward rather than guarantee a payout. Furthermore as part of Mrs J's request it was clear things had moved on since the original claim outcome and the supplier had made a significant offer of settlement – which, reasonably may have impacted any additional payments BPF were willing to offer. So on the face of it BPF had not acted incorrectly or out of line with its offer in unwinding the finance and reviewing the other claimed losses further.*

*However, I appreciate with what I have said above in mind, it could be argued that as BPF had no liability to Mrs J under Section 75 for this claim that it should not have cancelled the finance agreements in the first place. But even if I accepted that I don't see where Mrs J has*

*materially lost out here in any event as she is not having to pay a significant amount of money to the finance she would have had to otherwise.*

*I note Mrs J has recently indicated BPF's actions have detrimentally impacted the legal claim against the supplier because now it has ceased communication. I can't see where this was specifically raised as a complaint point to BPF or evidence presented to persuasively support there was any material impact at the time. However, the legal claim is between Mr J and the supplier – and he is not eligible to complain against BPF here. So it is not something I could consider making an award in respect of in any event.*

*I note our investigator considered BPF's general customer service in respect of its claims handling here and directed it to pay Mrs J £250 compensation which BPF has agreed with. Overall, although I can see there were times it wasn't as responsive as it could have been I don't see how BPF has handled the initial claim or the follow up in such a way that would persuade me to say this offer is unfair. So I am simply going to direct BPF to pay the amount it has agreed in respect of this.*

*I remind Mrs J my role is informal and she is free to decline my decision and consider other more formal avenues to pursue her dispute in respect of the actions of BPF.*

### **My provisional decision**

*If it has not already done so I direct Clydesdale Financial Services Limited trading as Barclays Partner Finance to pay Mrs J £250 compensation.*

I asked the parties to respond. BPF agreed with my decision and said it was willing to pay the £250 but had withdrawn the other aspects of its offer.

Mrs J disagreed with my finding. In summary, she said that there is a valid DCS agreement here and notes that:

- She was the sole finance applicant – and Mr J did not contribute financially to the installation at any stage.
- The installation was carried out at a property which she owns outright and done for her benefit.
- Mr J was acting as a representative or in an administrative capacity.

### **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.

Neither party has given me cause to change my provisional findings – which I still consider fair for the reasons already given (above). These findings now form my final decision alongside the points below:

While I thank Mrs J for her submissions, I don't consider that she has added material new information here. I am aware she financed the transaction. But simply paying for something does not mean a person is contracting for goods and services. Here the evidence overwhelmingly points to Mr J being the person who has contracted with the supplier here. So although Mrs J paid, this is not the requisite type of DCS agreement to give rise to a claim against BPF for the alleged breach of contract or misrepresentation here. And I don't think the contractual paperwork – or other correspondence relevant to his legal claim against the supplier reflects Mr J's role as just an administrator or representative in this situation.

I know Mrs J has mentioned that she benefits from the work as it was carried out at her home. It appears that Mr J also lives at the property. But in any event – simply benefiting from a contract, while potentially relevant where contracting parties are unclear, does not in itself make someone a contracting party. As I have explained – here it is clear that Mr J is contracting with the supplier for goods and services, and not Mrs J.

### **Putting things right**

I note that BPF has withdrawn aspects of its previous offer. However, because of what I have said in my decision I am not fairly able to compel BPF to do any more than what I have set out below.

### **My final decision**

If it has not already done so I direct Clydesdale Financial Services Limited trading as Barclays Partner Finance to pay Mrs J £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 26 March 2026.

Mark Lancod  
**Ombudsman**