

## **complaint**

Mr C complains that Barclays Bank PLC, trading as Barclaycard, will not refund to him the money that he paid for a pair of glasses for his wife. His complaint is made against Barclaycard under section 75 of the Consumer Credit Act 1974.

## **background**

Mr C bought two pairs of glasses for himself and one pair of glasses for his wife for which he paid a total of £1,340 to the supplier using his Barclaycard. His wife was not satisfied with the glasses that she had received and he says that the faults were not properly rectified so he asked the supplier, and then Barclaycard, to refund £500 to him. He was not satisfied with Barclaycard's response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that the debtor-creditor-supplier relationship required for a successful claim under section 75 was not present in these circumstances.

Mr C has asked for his complaint to be considered by an ombudsman. He says, in summary, that the contract is between him and the supplier, using Barclaycard to pay for the goods, and is not dependent on what he does with the goods purchased.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there has been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr C's complaint about Barclaycard under section 75, I must be satisfied that there has been a breach of contract or misrepresentation by the supplier of the glasses and that there is a direct relationship between the debtor, the creditor and the supplier.

Mr C went to the supplier with his wife and he paid for three pairs of glasses, two for him and one for his wife, using his Barclaycard. He was involved in the purchase of all three pairs of glasses and I consider that he was a contracting party. I am therefore satisfied that there is a direct relationship between the debtor, the creditor and the supplier relating to the glasses that Mr C bought for his wife.

However, I am not persuaded that there is enough evidence to show that there has been a breach of contract or misrepresentation by the supplier. Mr C has provided a letter that his wife has sent to the supplier in which she asks for a full refund because a fault with the glasses has not been rectified. He has also provided some photos to show that the bridge level of the glasses that he bought for his wife is not the same as on her previous glasses. I do not consider that to be enough to show that there has been a breach of contract or misrepresentation by the supplier and Mr C has not been able to provide any other evidence to support his claim. Mr C paid £1,340 for the three pairs of glasses and is claiming £500 for his wife's glasses but he has not provided a receipt or other evidence to show that his wife's glasses cost £500 or would cost £500 to repair or replace. I therefore do not consider that it would be fair or reasonable in these circumstances for me to require Barclaycard to refund £500 to Mr C.

**my final decision**

For these reasons, my decision is that I do not uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C to accept or reject my decision before 4 March 2015.

Jarrold Hastings  
**ombudsman**