

complaint

Mr V complains that Barclays Bank PLC, trading as Barclaycard, will not refund to him the money that he paid for some payment vouchers. His complaint is made against Barclaycard under section 75 of the Consumer Credit Act 1974.

background

Mr V bought some payment vouchers from a third party using his Barclaycard in June 2013. He used those vouchers to try to purchase goods from an online shopping web-site. The goods were not delivered and he found out that the website was not genuine. He asked Barclaycard to refund the amount that he had paid for the vouchers to him under section 75. Barclaycard said that it was not liable for the payment for the goods under section 75 but credited Mr V's account with £300 as a gesture of goodwill and refunded charges and interest. Mr V 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 claim under section 75 to be successful was not present and that Barclaycard was not liable to Mr V for the failed purchase of goods. She considered the goodwill payment made by Barclaycard to be fair and reasonable in the circumstances and to be higher than any amount of compensation that she would have recommended.

Mr V says that he now understands the debtor-creditor-supplier link but that, at the time of the transaction, he did not. He says that he was advised by Barclaycard that his purchase would be covered by the credit card protections and that he based his decision to continue with the transaction on the advice given. He asks whether the call that he made to Barclaycard at the time of the transaction has been listened to.

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. One of those circumstances is that there must be a direct relationship between the debtor, the creditor and the supplier. In this case the debtor is Mr V, the creditor is Barclaycard and the supplier is the supplier of the payment vouchers. The payment vouchers were provided to Mr V so there has not been a breach of contract or misrepresentation by the supplier. The transaction about which Mr V complains is the later transaction in which he used those payment vouchers to try to buy some goods online. Barclaycard was not a party to that transaction and has no liability for it under section 75.

Mr V says that he was told by Barclaycard that section 75 would apply to his purchase of goods using the payment vouchers. Barclaycard says that it has reviewed its call recordings but has not been able to locate a recording of the call in which Mr V says that he was given incorrect advice. I am not persuaded that there is enough evidence to show that Barclaycard did give incorrect information to Mr V. I therefore do not consider that it would be fair or reasonable for me to require Barclaycard to refund to Mr V the amount that he paid for the goods that he did not receive.

Barclaycard has credited £300 to Mr V as a gesture of goodwill and has refunded charges and interest to his account. I am not persuaded that it would be fair or reasonable for me to require Barclaycard to pay any further amount to Mr V.

my final decision

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

Jarrold Hastings
ombudsman