

## **complaint**

Mr H complains that National Westminster Bank Plc will not refund to him the money that he paid for a holiday. His complaint is made against NatWest under section 75 of the Consumer Credit Act 1974.

## **background**

Mr H paid £2,459.05 to a travel agent using his NatWest credit card for a holiday that he was to take in July 2014. He considered that the holiday was not of satisfactory quality and that there had been breaches of contract. He complained to the travel agent and then to NatWest under section 75. He was not satisfied with NatWest's response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that there was no direct chain between Mr H, NatWest and the suppliers of the holiday and that the travel agent – to which the payment had been made – was not the supplier. She was therefore unable to ask NatWest to refund the cost of the holiday to Mr H or to compensate him further under section 75.

Mr H has asked for his complaint to be considered by an ombudsman. He says, in summary, that his holiday was ruined because of breaches of contract and that what was advertised was not provided. He says that he should be entitled to a refund under section 75.

## **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 H because he has been provided with a credit card by NatWest, NatWest is the creditor because it has provided credit to Mr H and the suppliers are the companies that provided the flights, the transfers and the accommodation to Mr H. However, Mr H's payment was made to the travel agent and not to those companies so there is no direct relationship between NatWest and the companies that were to provide the holiday. As such, the debtor-creditor-supplier relationship required for a claim under section 75 is not present in these circumstances.

Mr H's claim against NatWest cannot be successful for that reason. NatWest has paid £25 compensation to Mr H and I do not consider that it would be fair or reasonable for me to require it to refund the cost of the holiday to Mr H under section 75 or to pay him any further compensation.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 13 April 2015.

Jarrold Hastings  
**ombudsman**