

complaint

Mr M complains that Clydesdale Bank PLC will not refund to him the money that he paid for his wife's wedding dress and dresses for the bridesmaids. His complaint is made against Clydesdale Bank under section 75 of the Consumer Credit Act 1974.

background

Mr M's Clydesdale Bank credit card was used to make a number of payments to a dressmaker for his wife's wedding dress and dresses for the bridesmaids. The wedding took place in August 2014. His wife complained that the dresses were too long and about threads hanging down from the hems of the bridesmaids' dresses. Mr M complained to Clydesdale Bank under section 75 but was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that Mr M was not the contracting party because the dresses were worn by other people. She therefore considered that the relationship between the parties required for section 75 to apply was not present.

Mr M has asked for his complaint to be considered by an ombudsman.

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 M because he has been provided with credit by Clydesdale Bank (which is the creditor) and the supplier is the dressmaker. However, the dressmaker has provided dresses to Mr M's bride (for her and the bridesmaids) but not to Mr M. Although Mr M's credit card was used to pay for the dresses, the invoices are in the name of his bride and I consider it to be more likely than not that it was his bride – and not Mr M - that has had all dealings with the dressmaker. I therefore do not consider that Mr M is the contracting party with the dressmaker. As such, I do not consider that there is a debtor-creditor-supplier relationship in these circumstances, so Mr M's claim against Clydesdale Bank under section 75 cannot be successful. I therefore find that it would not be fair or reasonable for me to require Clydesdale Bank to refund to Mr M under section 75 any of the money that was paid to the dressmaker.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M to accept or reject my decision before 2 November 2015.

Jarrold Hastings
ombudsman