

complaint

Mr S complains that Barclays Bank PLC, trading as Barclaycard, won't refund to him the money that he paid for repairs to a car. His complaint is made against Barclaycard under section 75 of the Consumer Credit Act 1974. Mr S is being helped with his complaint by a representative.

background

Mr S's Barclaycard was used to pay £915 towards the cost of a used car in April 2015. Mr S became aware of some faults with the car so complained to the garage – and then to Barclaycard under section 75. He wasn't satisfied with Barclaycard's response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. Section 75 allows a consumer an equal right to claim against the supplier of goods or service or the credit provider where there has been a misrepresentation or a breach of contract, subject to certain conditions. One of these conditions is there must be a direct relationship between the person who bought the goods, the supplier and the creditor. The adjudicator said that Mr S is the debtor because his credit card was used, the garage is the supplier and Barclaycard is the creditor. But he said that the sales receipt was in the name Mr S's wife. He also said that Mr S and his wife do not have joint benefit of the car as insurance documents show that neither of them is an insured driver. He noted that the car was bought as a gift for - and is used by – Mr S's son. So the adjudicator concluded that there was no debtor-creditor-supplier relationship. And he was of the opinion that Barclaycard was correct in advising Mr S that it could not accept Mr S's claim under section 75.

Mr S's representative has asked, on behalf of Mr S, for this complaint to be considered by an ombudsman. The representative says that Mr S has already provided evidence to show that he did not know that the invoice had been made out to his wife and that it was Mr S who bought the car using his credit card and cash.

my findings

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so – I agree with the adjudicator – and for the same reasons.

my final decision

So my decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 1 April 2016.

Jarrold Hastings
ombudsman