

complaint

Mr B complains that Tesco Personal Finance plc, trading as Tesco Bank, will not refund to him the money that he paid to a betting adviser.

background

Mr B paid for some betting advice using his Tesco Bank credit card. The payment was made to a company that was different to the betting adviser. The betting advice was not successful and Mr B asked Tesco Bank to refund the money to him. He 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 the debtor-creditor-supplier relationship required for a successful claim under section 75 was not present.

Mr B says that he only authorised a payment to the betting adviser and not to the company to which the payment was made. He says that Tesco Bank was negligent in not refunding money that was taken without authorisation and that it did not investigate who did take the money.

my findings

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

That evidence shows that Mr B agreed to make a payment for betting advice. I am not persuaded that there is enough evidence to show that he only authorised a payment to the betting adviser as an individual or that the payment to the company was unauthorised and I consider that he received the betting advice that he paid for.

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 (in this case Mr B), the creditor (in this case Tesco Bank) and the supplier (in this case the betting adviser). However, in these circumstances there is no relationship between Tesco Bank and the betting adviser because the payment was made to a company and not to the betting adviser. Any claim by Mr B against Tesco Bank under section 75 cannot therefore succeed.

Even if a debtor-creditor-supplier relationship did exist, I am not persuaded that there has been a breach of contract or misrepresentation by the supplier as Mr B received the betting advice that he paid for.

I do not consider that Tesco Bank has acted unfairly or unreasonably in its response to Mr B's claim for reimbursement.

my final decision

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

Jarrold Hastings
ombudsman