

### **complaint**

Mr C complains that Barclays Bank PLC (trading as Barclaycard) will not refund to him the money that he paid for some tiles that did not match the samples that he had received. His complaint is made against Barclaycard under section 75 of the Consumer Credit Act 1974.

### **our initial conclusions**

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

### **my final decision**

I have considered all that Mr C and Barclaycard have said and provided in order to decide what is fair and reasonable in 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 (in this case Mr C), the creditor (in this case Barclaycard) and the supplier (in this case the supplier of the tiles). However, the evidence available to me shows that the tiles were supplied to Mr C's son – the invoice and delivery note are both addressed to his son (although both Mr C and his son have the same address) and it is clear from his early communications with Barclaycard that Mr C's son had ordered the tiles. Barclaycard has no direct relationship with Mr C's son concerning the tiles and I therefore do not consider that the required debtor-creditor-supplier relationship is present. As such, Mr C's claim against Barclaycard under section 75 cannot succeed. Barclaycard has paid £200 to Mr C to compensate him for the distress and inconvenience that he has been caused by the length of time that it has taken to investigate his complaint and it has reimbursed £79.39 of interest and charges to him. I consider that to be fair and reasonable.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 15 April 2014.**

*Jarrod Hastings*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.