

## **complaint**

Ms B complains that Barclays Bank PLC, trading as Barclaycard, will not refund to her the money that she paid for some software. Her complaint is made against Barclaycard under section 75 of the Consumer Credit Act 1974.

## **background**

Ms B used her Barclaycard in August 2012 to pay the local currency equivalent of £802.89 for some software that she bought online. She did not receive the software so complained to the supplier, and then to Barclaycard under section 75. She was not satisfied with Barclaycard's 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 claim under section 75 to be successful was not present in this transaction.

Ms B has asked for her complaint to be considered by an ombudsman. She has responded in detail and says, in summary, that Barclaycard has evaded and circumvented its responsibilities under section 75, that it has acted fraudulently and that the company to which she made her payment is associated with the company that was to supply the software because it is the credit card payment processor for the supplier. She also suggested some legal changes that could be made to avoid this situation being repeated.

## **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 Ms B is the debtor because she has used credit to pay for the software, Barclaycard is the creditor because it has provided credit to Ms B and the supplier is the company that was to supply the software to Ms B. However, Ms B's payment was made to a company that was not the supplier. I do not consider that the supplier and the company to which she made her payment are "*associates*" within the definition of that word set out in section 184 of the Consumer Credit Act 1974. I therefore do not consider that the debtor-creditor-supplier relationship required for a successful claim is present in the transaction about which Ms B complains.

I can appreciate Ms B's frustration in these circumstances but I am not persuaded that Barclaycard has evaded or circumvented its responsibilities under section 75 - I consider that it has correctly applied the legal requirements of section 75. This service offers an informal dispute resolution service and has no regulatory or disciplinary role over Barclaycard and it has no power to change the legal requirements of section 75. Nor am I persuaded that there is any evidence to show that Barclaycard has acted fraudulently in its dealings with Ms B.

I do not consider that it would be fair or reasonable for me to require Barclaycard to refund to Ms B under section 75 the money that she paid for the software or to pay her any other compensation.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Ms B to accept or reject my decision before 8 July 2015.

Jarrold Hastings  
**ombudsman**