

## **complaint**

Mr C complains that a car that he financed using a fixed sum loan agreement with Clydesdale Financial Services Limited, trading as Barclays Partner Finance, was not of satisfactory quality. He is being helped with his complaint by his daughter.

## **background**

Mr C signed a fixed sum loan agreement with Barclays Partner Finance in July 2014 which was to help him pay for a car. He used that money to buy a car for his daughter because she could not get credit in her own name. The car developed some faults so his daughter complained to Barclays Partner Finance but she was not satisfied with its response so they complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that Mr C was the party to the fixed sum loan agreement but that the car was bought for Mr C's daughter and was registered in her name. He therefore concluded that the debtor-creditor-supplier relationship required for a successful claim under section 75 of the Consumer Credit Act 1974 was not present in these circumstances.

Mr C's daughter has asked, on his behalf, for this complaint to be considered by an ombudsman. She says, in summary, that she does not believe that her father's interest in the car has been taken into consideration seriously.

## **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 C because he has been provided with credit by Barclays Partner Finance (which is the creditor) and the supplier is the supplier of the car. However, the car has been supplied to Mr C's daughter and there is therefore no direct relationship between Barclays Partner Finance and the supplier. That is because I am satisfied that the car was supplied to Mr C's daughter as it has been registered in her name and she is the policyholder on the car's insurance (although I note that Mr C is a named driver).

I therefore do not consider that Mr C's claim under section 75 can be successful. As such, it would not be fair or reasonable for me to require Barclays Partner Finance to refund to Mr C the payments that he has made under the fixed sum loan agreement or to replace the car.

**my final decision**

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 to accept or reject my decision before 11 June 2015.

Jarrold Hastings  
**ombudsman**