

complaint

Mr M complains that Nationwide Building Society will not refund to him the money that he paid for a computer using his credit card. His complaint is made against Nationwide under section 75 of the Consumer Credit Act 1974.

background

Mr M bought a computer online in January 2013 using his Nationwide credit card. The computer did not meet his needs as he was unable to attach an external floppy disk drive and successfully transfer files to floppy disk. He asked the supplier for a refund, which was refused, so he asked Nationwide for a refund. It refused so he complained to Nationwide but 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 in these arrangements because the payment had been made to the online site provider and not to the supplier of the computer.

Mr M says that it should be more widely publicised that the payment must be made to the supplier for a claim under section 75 to be possible and has asked for his complaint to be considered by an ombudsman.

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 the 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 M because he has used his credit card to buy a computer, the creditor is Nationwide which provided the credit card to him and the supplier is the supplier of the computer equipment. However, Mr M made a payment for the computer to a company that is not the supplier. There is therefore no direct relationship between Nationwide and the supplier of the computer. As such, Mr M's claim against Nationwide under section 75 cannot be successful.

I have therefore not considered whether or not there has been a breach of contract or misrepresentation by the supplier. Nationwide did not make a chargeback claim for Mr M's payment as there was no basis on which such a claim was likely to be successful.

my final decision

For the reasons set out above, my decision is that I do not uphold Mr M's complaint.

Jarrold Hastings
ombudsman