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## **complaint**

Mr B complains that Lloyds TSB Bank plc will not refund to him the deposit that he paid, using his credit card, for a made to measure bed for his wife. His claim is made against Lloyds TSB under section 75 of the Consumer Credit Act 1974.

## **our initial conclusions**

The adjudicator did not recommend that this complaint should be upheld. He concluded that there was no debtor-creditor-supplier relationship in the arrangements for the purchase of the bed and that Mr B's claim against Lloyds TSB could not succeed. He also concluded that Lloyds TSB is only liable under section 75 for a breach of contract or misrepresentation by the supplier and that the contract was cancelled outside the seven day cancellation period. He further concluded that Lloyds TSB is not responsible for any breach by the supplier of the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008 and that the amount paid by Mr B on his credit card would not be automatically cancelled and refunded.

Mr B has responded in detail, and says, in summary, that the notice of his right to cancel was not correctly given so the cancellation period had not begun to run and that he regarded himself as jointly liable with his wife for the purchase of the bed. He also says that the contract was procured by virtue of a misrepresentation and that when his order was assigned to a group that was unacceptable to him, the bed became an unsatisfactory good or service.

## **my final decision**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have come to the same conclusions, and for largely the same reasons, as the adjudicator.

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 these circumstances, Lloyds TSB (the creditor) has agreed to provide credit by means of a credit card to Mr B (the debtor) but it is Mr B's wife who has agreed to purchase a bed from the supplier. I say this because the order form was completed in the name of Mr B's wife, she has signed it, her personal details have been included on the form and there is no reference to Mr B on the order form. Mr B paid the deposit for the bed using his credit card but the required debtor-creditor-supplier relationship is not present because there is no contract between Mr B and the supplier. As there is no debtor-creditor-supplier relationship, Mr B's claim against Lloyds TSB under section 75 cannot succeed.

Although I consider that Mr B's complaint against Lloyds TSB cannot succeed for the reason set out above, he has also raised a number of other issues. I do not consider that there is enough evidence to show that the contract was procured by virtue of a misrepresentation and, even if it was, Mr B's claim against Lloyds TSB would be unsuccessful for the same reason as set out above. I consider that the adjudicator has responded to the other issues

that Mr B has raised and, as they will not affect the outcome of this complaint, I do not consider there to be any need for me to address those issues again here.

My final decision is that I do not uphold this complaint.

Jarrold Hastings  
**ombudsman**