

## **complaint**

Mr G complains that Barclays Bank PLC, trading as Barclaycard, will not refund to him the money that his wife paid for a gym membership. His complaint is made against Barclaycard under section 75 of the Consumer Credit Act 1974 and he is being helped with his complaint by his wife.

## **background**

Mr G's wife bought a gym membership using his Barclaycard. The gym closed down without notice so Mr G's wife asked Barclaycard for a refund under section 75. It said that there was no debtor-creditor-supplier relationship. Mr G 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 Mr G's wife bought the gym membership which broke the link in the required debtor-creditor-supplier relationship.

Mr G's wife has responded on his behalf and says, in summary, that she was told by a Barclaycard representative that she would be able to get her money back. She also says that Barclaycard should tell its customers that their purchases will not be protected in these circumstances. She also says that the gym membership could have been bought for her by her husband as a gift.

## **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 G because he has a credit card with Barclaycard, the creditor is Barclaycard because it has agreed to provide credit to Mr G and the supplier is the gym. However, the gym has no direct relationship with Mr G because it has agreed to provide a gym membership to his wife. I therefore do not consider that there is the required debtor-creditor-supplier relationship in this transaction and I consider that Barclaycard has correctly refused Mr G's section 75 claim.

I am not persuaded that Barclaycard agreed to refund money to Mr G in these circumstances. It is likely that it would have done so if Mr G had a valid claim under section 75 but, in the absence of the debtor-creditor-supplier relationship, it correctly applied the provisions of the act. These are statutory provisions and I am not persuaded that there is any requirement for Barclaycard to explain the effect of the provisions in detail to its customers. The outcome could be different if Mr G had purchased the gym membership as a gift for his wife because there could then be a debtor-creditor-supplier relationship. However, the evidence that is available to me clearly shows that it was Mr G's wife who purchased the gym membership for herself using Mr G's credit card – as such there is no debtor-creditor-supplier relationship.

Barclaycard has credited £25 to Mr G's account to compensate him for the costs that have been incurred in dealing with this complaint. I consider that to be fair and reasonable.

**my final decision**

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

Jarrold Hastings  
**ombudsman**