

complaint

Ms H complains that Barclays Partner Finance will not refund to her the amount that she paid for a driving instructor training course for her then husband. She financed the course using a fixed sum loan agreement with Barclays Partner Finance and her claim is made against it under section 75 of the Consumer Credit Act 1974. Ms H is being helped with her complaint by her former husband, Mr D.

background

Ms H entered into a fixed sum loan agreement with Barclays Partner Finance in July 2009 to finance a driving instructor training course for Mr D. The original course provider stopped trading in February 2010 and Barclays Partner Finance arranged for an alternative supplier to provide the course in its place. Mr D complained to Barclays Partner Finance in September 2012 and, as he and Ms H were not satisfied with its response, she complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the debtor-creditor-supplier relationship required for a claim under section 75 to be successful was not present and that Barclays Partner Finance was not required to refund any money to Ms H.

Ms H and Mr D say that he has not received any training, that the course provider has stopped trading, that Barclays Partner Finance has appointed a different course provider but that Mr D is being asked to pay more money to complete the course.

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 Ms H because she has accepted a loan from Barclays Partner Finance, it is the creditor of the loan and the supplier is the course provider. However, there is no direct relationship between Ms H and the supplier because it has agreed to provide a training course to Mr D (and not to Ms H). There is therefore no basis on which Ms H's claim against Barclays Partner Finance can be successful.

Mr D did not complain to Barclays Partner Finance about the course until September 2012. The course has now expired but the alternative supplier has said that it would allow Mr D to restart the course but he would be required to pay a fee of between £400 and £1,350.

I am not persuaded that there is enough evidence to show that Barclays Partner Finance has acted improperly. Therefore, even if a successful claim under section 75 was possible, I do not consider that it would be fair or reasonable for Barclays Partner Finance to be required to refund any money to Ms H.

my final decision

For the reason set out above, my final decision is that I do not uphold this complaint.

Jarrold Hastings
ombudsman