

## **The complaint**

Mr J complains about the way in which Clydesdale Financial Services Limited trading as Barclays Partner Finance (“BPF”) allocated payments made towards his account balance.

## **What happened**

In March 2022 Mr J took out an instalment plan credit agreement with BPF to enable him to make purchases from Amazon.

Mr J wasn’t happy that he couldn’t choose how much he pays off each instalment plan each month himself. He wanted to be allowed to choose which plan he pays towards and how much he pays so that he could choose to repay some purchases in full. He complained to BPF.

BPF didn’t uphold the complaint. It said that the relevant terms and conditions governed the way in which payments were allocated. It said it was Mr J’s responsibility to read and understand the credit agreement before signing it.

Mr J remained unhappy and brought his complaint to this service.

Our investigator didn’t uphold the complaint. He said that BPF hadn’t acted unfairly in the way it had implemented the terms of the credit agreement.

Mr J didn’t agree. He said there was nothing in BPF’s terms which said he couldn’t pay off individual balances. He said the way in which BPF was running the account had put him in financial difficulty.

## **What I’ve decided – and why**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

I can see that Mr J has made multiple purchases from Amazon and therefore he has multiple instalment plans under the credit agreement.

I’ve reviewed the terms and conditions of the credit agreement. Mr J agreed to these terms and conditions when he signed the credit agreement. The terms and conditions state as follows:

*“To reduce any amounts not yet due on any of your instalment plans. We will use the payment for the instalment plan where the greatest interest saving will be achieved. If there is no interest difference, we will use the payment for the oldest instalment plan first”*

Based on what I’ve seen, I’m satisfied that BPF has operated Mr J’s account and allocated payments in line with the terms and conditions. I’m therefore unable to say that BPF has made an error or applied the terms and conditions unfairly.

Mr J has said that he considers the terms and conditions to be unfair. I’m not able to require

a business to change its terms and conditions. But I am able to look at whether a business has applied its terms and conditions fairly. In this case, as I've said above, I'm satisfied that BPF has applied the terms in relation to allocation of payments fairly.

I understand that Mr J would prefer to choose which of the balances are paid first. This isn't possible under the terms and conditions. BPF has told this service that the terms and conditions operate in such a way that saves customers the most interest if they wish to make overpayments. I mention this because Mr J has indicated that he might attempt to make extra payments.

Taking everything into account, I'm unable to say that BPF has made an error or treated Mr J unfairly. I understand that this isn't the outcome that Mr J was hoping for, but I hope I've explained why I'm unable to uphold this complaint.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 February 2024.

Emma Davy  
**Ombudsman**