

The complaint

Mr C complains that Tandem Bank Limited has refused two of his claims brought under Section 75 of the Consumer Credit Act 1974. He wants the cost of the disputed items to be refunded.

What happened

Mr C tells us that he booked a caravan park for a holiday in July 2019 using his Tandem Credit card. He said the pitch proved to be unsatisfactory for his caravan, being on a steep slope and with smelly drains. He further complains that a hotel he stayed at whilst abroad later in 2019, incorrectly charged him £64.46.

Tandem told us it accepted that it should've done more to investigate the complaint about the caravan park. But that it had initially considered it to be a service quality complaint rather than about a breach of contract. It said it had credited Mr C's account with £186 (50%) of the cost). And a £30 gesture of goodwill. In respect of the hotel charge it said that Mr C hadn't provided sufficient information to show the charge was incorrect. And that it had been authorised by chip and pin.

Our investigator felt Tandem had done enough with its offer of a 50% refund to resolve the complaint about the caravan park. The hotel charge was below the lower limit at which Section 75 applied. And she said that as there was insufficient information to show what the hotel charge was for, she didn't think a chargeback claim would've succeeded.

Mr C didn't agree with this outcome and as it's not been possible to resolve this complaint an ombudsman's been asked to make the final decision.

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 understand that Mr C would be disappointed that his full claims weren't met.

His complaint consists of two main elements. He says the caravan park didn't match what he'd agreed to and the pitch was too small. Also that the facilities were of a poor standard. He doesn't know what the additional charge the hotel made was for and thinks it may have been duplicated.

I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not responding to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've concentrated on what I think are the key issues here. Our rules allow me to do this.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't

need to comment on every individual argument to be able to reach what I think is the right outcome.

I think it's important to set out my role here. In considering a complaint about a financial services provider, I'm not determining the outcome of a claim that a party might have under Section 75. Rather, I'm deciding what's a fair way to resolve Mr C's complaint. I have to take account of relevant law, amongst other things. Section 75 is relevant law.

In summary, in some limited circumstances, Section 75 gives a consumer an equal claim against the provider of finance as they would have against the supplier of the goods or services about which complaint is brought. It requires there to have been a misrepresentation or breach of contract by the supplier. Another requirement is that the single item price of the goods or services about which complaint is made is more than £100 and less than £30,000.

I'll deal with the two main elements of the complaint separately.

In respect of the hotel charge Mr C has not been able to provide sufficient information to show that any error was made. The amount is below the level at which Section 75 applies. And for a chargeback to be successful there would have to be evidence of some discrepancy such as non-supply of goods or services. So I don't find that Tandem acted unreasonably in refusing this part of his claim.

In respect of the caravan park booking, again I'm unable to say there's sufficient information to show there was a breach of contract or misrepresentation. Other than the fact of the complaint itself I'm not aware that any supporting information has been supplied by Mr C. Nor can I see anything to show that a complaint was made at the time of the stay to the caravan park owners. I note that a separate County Court claim, brought by Mr C against the owners over an issue of alleged damage, was dismissed.

As Tandem refunded 50 % of the charge, I find that is fair and reasonable. Indeed it's more than I would've awarded if it hadn't already been paid. Mr C had the use of the pitch for the duration of his stay so even if it had been below the standard that he expected it's reasonable he should pay something towards the services he used.

My final decision

For the reasons given above my final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 February 2021.

Stephen Ross
Ombudsman