

The complaint

Mr S has complained Vanquis Bank Limited won't refund money he paid for new doors being installed. He believes the work is sub-standard and has made a claim under section 75 of the Consumer Credit Act 1974.

What happened

Mr S hired a local supplier (who I'll call L) to provide someone to supply and install doors to his property. This cost £1,251.48 which he paid using his Vanquis credit card.

He was unhappy with the quality of the work. The doors weren't fitted correctly nor painted the colour he expected. He raised his concern with L. They offered a refund of £100 plus an additional £200 to cover the costs of the painting work. Mr S was unhappy with this solution and took his complaint to the Utilities ADR. This decided L had provided a reasonable remedy to Mr S's complaint.

Mr S remained dissatisfied and brought his complaint to the ombudsman service about Vanquis, his credit card provider. Vanquis told Mr S his complaint didn't meet the definition of a section 75 complaint.

Our investigator agreed with the outcome Vanquis reached and confirmed this to Mr S. Mr S disagreed. His complaint has been referred to an ombudsman for 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.

Having done so, I've reached the same conclusion as our investigator. I'll explain why.

Section 75 of the Consumer Credit Act 1974 allows a customer to submit a claim for breach of contract or misrepresentation by a supplier to their credit provider. This applies when customers use certain types of credit to buy goods or services. In this case Mr S used his Vanquis credit card to pay for his new doors.

However one key requirement to allow consideration of a section 75 claim is that the supplier of the goods and services must be the body paid for that service. This doesn't apply in Mr S's case. L asked a separate tradesperson to do the work to supply and install Mr S's doors. L's contractual terms state very clearly they introduce tradespeople to customers but aren't responsible for the work carried out. L's contract with Mr S was to provide a tradesperson to undertake the work Mr S wanted completed. I'm satisfied this contract was completed without any evidence of there being a misrepresentation or breach.

Unfortunately I have no leeway under section 75 to hold L responsible for the condition of the work completed by the sub-contractor.

There are chargeback rules run by the international card schemes which allow customers to dispute transactions for a number of reasons. We generally expect credit card companies to help customers with chargebacks if there's any chance of success.

However in this case, I can see L had offered Mr S a remedy. This remedy had been decided by another ADR scheme to be reasonable. I think it's very unlikely that any chargeback would have been successful so I can't see Vanquis did anything wrong here.

I absolutely appreciate why Mr S is so concerned at what happened. And I understand why he'd expect his credit card company to help him out. However I believe Vanquis has acted fairly and reasonably by applying the correct rules to Mr S's situation.

Overall I won't be asking Vanquis to do anything further.

My final decision

For the reasons I've given, my final decision is not to uphold Mr S's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 January 2022.

Sandra Quinn
Ombudsman