

## **The complaint**

Mr U complains that Vanquis Bank Limited (“Vanquis”) were unreasonable when rejecting a claim he made to them under section 75 of the Consumer Credit Act 1974 (“section 75”).

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat them again here. Instead I’ll focus on giving my reasons for my decision.

Mr U has been represented by his solicitors in this complaint but for ease I will refer to Mr U throughout.

## **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 know it will disappoint Mr U, but I agree with our investigator’s opinion on this complaint. Please let me explain.

Where the information I’ve got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I’ve read and considered the whole file, but I’ll concentrate my comments on what I think is relevant. If I don’t comment on any specific point it’s not because I’ve failed to take it on board and think about it but because I don’t think I need to comment on it in order to reach what I think is the right outcome.

When 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. I take section 75 into account when I think about what’s a fair way to resolve the complaint, but I don’t have to reach the same view as, for example, a court might reach if Mr U made a claim through them for breach of contract or misrepresentation.

When something goes wrong and the payment was made, in part or whole, with a credit card, as is the case here, it might be possible to recover the money paid through a section 75 claim. This section of the Consumer Credit Act (1974) says that in certain circumstances, the borrower under a credit agreement has a like right to claim against the credit provider as against the supplier if there’s either a breach of contract or misrepresentation by the supplier.

Mr U says that the purchase he made for holiday software was misrepresented to him. If a false statement of fact had been made and if Mr U had relied on that false statement of fact and would not have proceeded otherwise, I would think the deal had been misrepresented to him and I’d suggest Vanquis should take some action.

Mr U says he was told the software would give him access to a booking system for discounted holidays but that those holidays were simply "*late bookings*" that would have been discounted anyway.

I am not persuaded Mr U has been able to provide sufficient information he was given a false statement of fact. The sales literature told Mr U he could book up to 12 months in advance, at any time of the year and at competitive prices. I don't think I've seen sufficient information to suggest that wasn't the case. There's not evidence, for instance, that the holidays available weren't amongst the cheapest available at the time.

Mr U also suggest he was threatened that if he didn't attend a sales meeting when he was on holiday, a charge would be made. The business dispute that and as there's no further evidence to corroborate Mr U's understanding of matters I don't think it would be reasonable to expect Vanquis to take any action about the allegation.

So, I don't think Vanquis have been unreasonable when not upholding Mr U's section 75 claim.

### **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 14 October 2021.

Phillip McMahon  
**Ombudsman**