

The complaint

Mr C says that Vanquis Bank Limited, who I'll call Vanquis, were unreasonable to reject 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.

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 C, but I agree with the investigator's view of this complaint. Please let me explain why.

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 something goes wrong and the payment was made with a credit card, it might be possible to make 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.

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 when considering breach of contract or misrepresentation.

From what I can see, all the necessary criteria for a claim to be made under section 75 have been met.

If the garage (I'll call them "S") Mr C complains about didn't do what they were supposed to do, or if they didn't complete the work with reasonable care and skill, I may think they had breached their contract with Mr C and, in those circumstances, I may think Vanquis had been unreasonable to reject the claim.

I'm not persuaded that Vanquis had enough evidence to demonstrate that there had been a breach of contract here, so I don't think they've been unreasonable.

Mr C says that S didn't replace the parts that they were supposed to have replaced but I don't think there's sufficient evidence of that. The report from the third party garage (who I'll call "J") who Mr C consulted with in January 2023, says that the strainer that had been replaced was blocked, but I can't see that it suggests it hadn't been replaced. The report also says there is play in the oil pump and drive. S say that the drive was replaced in September 2022, so I've thought about whether that suggests it wasn't replaced. I don't think Vanquis had enough information to suggest that was the case. Mr C had driven a little over 8,000 miles in the car since S say they replaced the drive, and I don't think they were given sufficient information to suggest that wear hadn't been generated since the initial repair. S had also explained that they had the receipts for the parts they fitted.

I think the evidence suggests that S did the work that was required of them in September 2022, and I've not seen sufficient evidence to suggest they were asked, nor needed to do anything different. On that basis I don't think Vanquis have been unreasonable and I'm not asking them to take any further action.

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 C to accept or reject my decision before 25 December 2023.

Phillip McMahon
Ombudsman