

The complaint

Mr R has complained Vanquis Bank Limited won't refund £680 for a transaction he didn't authorise.

What happened

Mr R has held a credit card account with Vanquis for about 10 years. In 2023 He contacted Vanquis to tell them he'd seen a transaction for £680 on his account which he'd not made.

Vanquis contacted the merchant who'd processed this transaction in Mr R's name on 25 July 2023. The evidence they provided was sufficient for Vanquis to tell Mr R they were going to continue to hold him liable for this payment.

Mr R brought his complaint to the ombudsman service.

Our investigator believed the evidence provided by Vanquis was convincing and told Mr R she wasn't going to ask Vanquis to do anything further.

Mr R remained upset and continued to dispute this transaction and his liability. 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 outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr R's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves. Other aspects do on occasion apply, but nothing here that specifically applies to Mr R's complaint.

To help me come to a decision, I've reviewed the evidence Vanquis provided as well as what Mr R has told us.

I believe this transaction was carried out by Mr R. I say this because:

- The evidence provided by the company who processed the payment for £680 indicate this was done after Mr R booked a driver training session with them. I've

seen confirmation of his details and information that was sent to his own email address.

- Mr R disputes this but I have to wonder why a third party would use Mr R's credit card details – far less to wonder how these were obtained – to book such a personal service. Particularly as attendance would require Mr R to turn up with his driving licence and national insurance details. There would seem no reason for a fraudster to book this session in Mr R's name and with his personal details.
- Mr R has used this company previously. He believes they potentially used his credit card details fraudulently. Companies are not able to retain card details for that period of time under their operating procedures and data protection measures so I don't believe this can be the case.

Despite Mr R's strong denials, I can see no other possibility than he made this transaction himself. He perhaps was then unable to carry out the training or just changed his mind and was disappointed to find he couldn't get his money back, in line with the company's trading terms. However I see no basis that Vanquis should be required to refund Mr R.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 March 2024.

Sandra Quinn
Ombudsman