

The complaint

Mr L complains Vanquis Bank Limited (“Vanquis”) has failed to honour a claim he brought under section 75 of the Consumer Credit Act 1974 (“CCA”) in relation to dental treatment he had carried out abroad.

What happened

I issued a provisional decision on Mr L’s complaint on 27 March 2024, in which I covered the background to the case and my provisional findings on it. A copy of that provisional decision is appended to, and forms a part of, this final decision. Because of this, I won’t go into great detail here about the events which gave rise to the complaint, but in brief summary:

- Mr L paid a dental clinic in Turkey £2,655.66 on his Vanquis credit card for a treatment package which included hotel accommodation and transfers. Mr L said he’d believed he was getting 28 individual crowns, but the clinic, “D”, fitted a mixture of individual crowns, splinted crowns and bridges. Mr L was also concerned about the quality of the work which had been completed, and he reported having discomfort and problems eating.
- Mr L was unable to resolve his concerns with D, and he raised a section 75 claim with Vanquis. During Vanquis’s investigation, a report was commissioned from a dental practice in the UK, “KR”. The report described the treatments completed by D and noted that the design of the prosthesis increased the risk of Mr L developing periodontal disease. KR told Vanquis that the type of treatment D had completed had been common in the 1960s and 1970s but was not common today and caused problems with cleaning.
- Vanquis rejected Mr L’s section 75 claim on the grounds that there wasn’t enough evidence of what had been agreed in terms of his treatment from D, or that any issues Mr L had with his teeth now were down to any failings by D. Mr L complained about this decision and he subsequently referred his complaint to the Financial Ombudsman Service.

One of our investigators looked into Mr L’s complaint but she didn’t think it should be upheld. The case was then passed to me to decide, and I issued my provisional findings which are covered in detail in the appended provisional decision. But again, in brief summary:

- I noted section 75 of the CCA allowed Mr L to hold Vanquis liable for any breach of contract or misrepresentation by D.
- I said it was important to reiterate that the Financial Ombudsman Service does not have expertise in dentistry, and that clear and persuasive evidence, especially of a medical nature, was therefore very important in a case like this.
- Having gone through the documentary evidence which was said to outline the services and treatments D was meant to provide Mr L, I thought it was unclear what had precisely been agreed between them.

- The evidence indicated Mr L had had 28 zirconium crowns fitted, but some were fitted as part of bridges rather than as individual crowns. I thought the evidence showed it had been agreed that 28 crowns would be fitted, but it hadn't been specified if these would all be individual crowns. I was unable to conclude D had misrepresented the treatment it would provide, or was in breach of contract by fitting a mixture of individual crowns and bridges.
- He had received other agreed services from D, such as root canal treatment, accommodation and transfers, and he'd had missing teeth replaced. He didn't appear to have received an interpreter as agreed, but I noted it was difficult to ascertain what the impact of this had been as someone from another company had gone into Mr L's consultation and interpreted for him. I thought Mr L was meant to have received aftercare from D, but again there was a lack of clarity over what this was meant to include and how it was meant to be delivered. We also didn't have evidence of what happened when or if Mr L had tried to access aftercare services.
- Due to the Consumer Rights Act 2015 ("CRA"), it was an implied term of Mr L's contract with D, that D would carry out any services with reasonable care and skill. What constituted reasonable care and skill depended on things such as the price paid for a service, and any relevant industry codes or standards. Given Mr L was having treatment in another country, it was likely the codes and standards of that country would be applicable, and given he had paid what seemed to be a low price, it might have been reasonable to expect a lower standard of care and skill.
- Although there had been some limited comment by Mr L's UK dentist, and KR, about the treatment provided by D, I considered there was a lack of persuasive medical evidence for me to be able to say the treatment had not been carried out with reasonable care and skill.
- I thought Vanquis had provided appropriate amounts of compensation for customer service failings while it had been looking into Mr L's claim. I didn't think it had a responsibility to warn him against going to Turkey for dental treatment.

Overall I wasn't minded to say Mr L's complaint should be upheld as a result. I didn't think Vanquis had acted unfairly or unreasonably in turning down his section 75 claim.

I invited both parties to let me have any further submissions they wanted to make following my provisional decision. Vanquis hasn't commented. Mr L has however made some comments which I've summarised below:

- Vanquis had explained to him that his card was protected even when using it in a different country, but had failed to explain what kind of evidence he would need to ensure he was protected, such as having the correct paperwork to make any section 75 claim valid. It hadn't been explained that Vanquis wouldn't contact D because they were overseas. He was sure that if Vanquis had contacted D the outcome would have been different.
- The Financial Ombudsman Service should have spoken to KR to obtain further information if we thought they hadn't been clear enough in their report.
- D had failed to consult with him over the use of sealed teeth (bridges) until the final day. This was a breach of contract and against his human rights. He had been misled by D over the procedure.
- His receipt stated 28 crowns. It didn't refer to sealed teeth or blocks, and if this was

what was meant to have been supplied it would have said this.

- The evidence he had supplied clearly shows a translator was meant to be provided.
- He'd been ignored by D when he'd approached them for help and to get information. He could only supply the information or evidence that he had.
- The price he'd paid for the treatment wasn't a red flag. Prices across Turkey in general were not much different and he'd approached a few different vendors before settling on D.

Mr L added that he didn't have the money to take D to court, and remarked that Turkish laws were very different to the UK's.

The case has now been returned to me to review.

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 think my provisional findings remain fair and reasonable in the circumstances, for essentially the same reasons as I set out in my appended provisional decision. However, I thank Mr L for his further submissions which I have considered carefully and have responded to below.

Firstly, I agree with Mr L that D was meant to have provided him with a translator or interpreter. Indeed, I said this in my provisional decision. The difficulty I had was in establishing what the impact was of the lack of an interpreter or translator, especially given a representative of another company had stepped in and acted as interpreter for Mr L's consultation.

I remain of the view that the limited documentary evidence of Mr L's agreement with D doesn't clearly show that he was meant to have had 28 crowns individually, and not as part of bridges or splinted crowns. It appears Mr L himself accepts that the documents aren't very thorough as he has commented that some of the other treatments he had, such as root canal treatment, weren't on the invoice.

Regarding the price, I understand Mr L to be saying that comparing the price he paid in Turkey with the price of equivalent treatment in the UK is not an "apples with apples" comparison. He says the price he paid was not unusually low in Turkey, and so it wouldn't be fair to say that he paid a very low price and therefore the standard of care and skill he could reasonably expect would be lower than if he'd paid a higher price.

I agree with Mr L that the cost of dental treatment in Turkey is generally lower than in the UK and that it could potentially be fairer to compare the price he paid with other operators within the same country. When carrying out research prior to issuing my provisional decision, I observed a fair amount of variation in the prices of similar treatment packages in Turkey to the one Mr L purchased from D. However, the average seemed to be between £3,000 and £4,000. While Mr L paid a lower price than this, it was not greatly lower. But even if I were to conclude that the price Mr L paid was broadly average, I am still left with a problem I mentioned in my provisional decision, which is that it would be industry standards or codes of practice applicable to dentistry in Turkey which would be relevant in assessing whether the treatment Mr L received was carried out with reasonable care and skill. There has been no evidence submitted on this point and this makes it very difficult to determine whether the

standard of care and skill applied by D fell below a level which was reasonable.

The KR report does provide some comments on the treatment, as do (in a more limited way) the notes from Mr L's UK dentist. However, neither dentist has commented on whether the treatment was carried out with reasonable care and skill, either by the standards which would apply in Turkey or any other country. Mr L says we should have spoken to KR to obtain clarity on their report, but we would not normally contact a person's medical or dental practitioner for further information. And, as I mentioned in my provisional decision, it is up to Mr L to prove his case.

I do of course appreciate that Mr L can only provide the evidence he has (or can obtain), and that he can't provide records of (for example) exactly what was said during his consultation. It's with the limited evidence provided however, that I have had to make my decision.

Mr L has commented on a lack of guidance or advice from Vanquis, but Vanquis doesn't have a responsibility to provide customers with advice on dental treatment or on contracts in general. That's not part of their role as a credit card company. After Mr L raised his section 75 claim with the bank, I would have expected Vanquis to let him know what kind of evidence he might need to provide. I think that would be in line with good practice within the industry. Vanquis did offer some assistance after Mr L raised his claim, such as offering to contribute some money so he could get the report from KR. It appears it was engaged in the process and actively asking Mr L for information. Overall, although there were delays and a few occasions of poor customer service, I think Vanquis handled the claim reasonably well and provided appropriate amounts of compensation where there were deficiencies in the customer service it provided.

I know my decision will come as a disappointment to Mr L. I don't lack in sympathy for his situation, but I just don't think there is sufficient evidence for me to be able to conclude D misrepresented something to him, or was in breach of the contract it made with him. I therefore have to conclude that Vanquis did not act unfairly or unreasonably in declining his section 75 claim.

My final decision

For the reasons explained above, and in my appended provisional decision, I do not uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 May 2024.

Will Culley
Ombudsman

COPY OF PROVISIONAL DECISION

I've considered the relevant information about this complaint.

Having done so, I've reached much the same conclusions as our investigator, but I've gone into further detail in my findings and so I want to give both parties to the complaint an opportunity to provide further submissions before I make my decision final.

*I'll look at any more comments and evidence that I get by **17 April 2024**. But unless the information changes my mind, my final decision is likely to be along the following lines.*

The complaint

Mr L complains Vanquis Bank Limited ("Vanquis") has failed to honour a claim he brought under section 75 of the Consumer Credit Act 1974 ("CCA") in relation to dental treatment he had carried out abroad.

What happened

Mr L visited Turkey to have some restorative dental work carried out at a private clinic ("D"), having made enquiries and shown D some photographs of his teeth. He paid D £2,655.66 on his Vanquis credit card on 15 April 2022 for a package which included the dental treatment, hotel accommodation and transfers. This payment was made while Mr L was in Turkey.

Mr L says he was concerned by aspects of the service provided by D. This included being left without pickup at the airport, waiting for nearly two hours at the hotel for a driver to take him to the clinic, and the absence of an interpreter for consultations.

Mr L says he'd been assured by the doctor that he would get a "Hollywood smile", and he understood he was going to be getting 28 individual zirconium crowns, alongside gum and root canal treatments, and a bridge to replace missing teeth. What he ended up with, however, was what he described as "blocks" of teeth which he was very unhappy with. Mr L tried to resolve his concerns with D, who he says made some promises to put things right which didn't come to anything in the end. Mr L reports that he now has problems with eating.

Vanquis became involved firstly late in April 2022, but it appears Mr L asked the bank not to proceed with a claim or investigation while he was trying to negotiate with D. In late September 2022 however Mr L told Vanquis that he wanted their assistance, and they sent him a section 75 claim form to complete. It appears matters proceeded quite slowly and in November 2022 Vanquis asked Mr L to provide an independent report into the work which had been done to his teeth.

Mr L then visited his usual dentist in the UK, but they said they would no longer be able to treat him because he had had "Turkey Teeth" and advised Mr L to leave his teeth as they were for now. Vanquis then agreed, in mid-December 2022, to pay £50 towards the cost of Mr L getting a report from somewhere else. Mr L had another dental practice ("KR") carry out a preliminary report on his teeth later that month.

KR said that Mr L had been reporting discomfort and difficulty eating, along with some movement in his front teeth. He said Mr L had "full coverage restorations" on all of his teeth, and these included individual crowns, splinted crowns and bridges, all made of zirconium. KR noted that other work appeared to have been carried out including endodontic (root

canal) treatment. Among other things, KR reported that due to the design of the prosthesis¹ Mr L had a high risk of developing periodontal disease. After reading the report Vanquis spoke to the dentist at KR to find out more, and they recorded that the dentist had described the teeth as being stuck together in a way which was common for treatment in the 1960s and 1970s but which wasn't done these days and caused problems with cleaning. Vanquis recorded that the dentist also felt not enough time had been allowed by D for adequate gum treatment and aftercare, and that the teeth had been left shaved between appointments which increased the risk of infection and nerve trauma.

Vanquis eventually responded to Mr L's section 75 claim on 11 May 2023. It declined his claim, citing a lack of evidence as to what D had specifically agreed to provide in terms of dental treatment. It said the invoices were vague and there was no documentary evidence of aftercare and translation services having been agreed. Nor did the bank think the KR report showed that issues with Mr L's teeth had been down to failings by D. Finally, Vanquis argued that Mr L's UK dentist had advised him against getting treatment in Turkey but he had chosen not to follow this advice.

Dissatisfied with this response, Mr L referred his complaint to the Financial Ombudsman Service for an independent assessment, where it was looked at by an investigator. Our investigator ended up reaching the following conclusions:

- Section 75 of the CCA would allow Mr L to hold Vanquis liable for breaches of contract or misrepresentations by D.
- There was limited documentary evidence of what had been agreed between D and Mr L, especially about the details of each individual service. Vanquis hadn't contacted D to find out more, but that wasn't unusual. It was difficult to establish whether what Mr L had received was what he'd agreed to pay for.
- It would be expected, contractually, that D would have carried out any services with "reasonable care and skill", meaning the standard of care and skill to be expected of a competent practitioner of the service in question.
- The outcome of the treatment had not been what Mr L had wanted or expected, but that didn't necessarily mean the level of care and skill exercised by D had not been reasonable. The report from KR was critical of aspects of D's work, and said the type of dental work would be considered dated in the UK, but it was relevant that the treatment had been carried out abroad and that what was considered a reasonable standard of care or skill could be different in Turkey compared to the UK. Overall, Vanquis had not been wrong to conclude the KR report didn't clearly show there had been a breach of contract by D.
- Vanquis hadn't done anything wrong in considering Mr L's dental history when commenting on his case, or what his UK dentist may have advised him shortly before he went abroad for treatment.
- Some of the problems Mr L had reported as being caused by the treatment by D fell into a category of loss called "loss of amenity", which the Financial Ombudsman Service couldn't award compensation for.

Overall, our investigator didn't think the complaint should be upheld. Mr L was unhappy with our investigator's assessment and made a large number of submissions following it. I think it would be fair to summarise Mr L's key points in this way:

¹ i.e. the crowns and bridges replacing Mr L's natural teeth.

- *Ultimately he had agreed to have 28 individual zirconium crowns, which is not what he got. He had a receipt showing this, along with a 20 year warranty. If D had told him it was planning to give him blocks of teeth he would have discussed other treatment options.*
- *He was not properly informed by D of the risks involved in his treatment or that changes might need to be made. He considered D had carried out a kind of bait and switch by telling him he'd be getting individual crowns and then telling him blocks of teeth would be used after he'd already had his teeth shaved. He had spoken to the Turkish Embassy or Health Ministry and they'd told him D should not have done this.*
- *There could be hidden damage which had been caused by D's work, which KR had mentioned, but there were risks involved in uncovering that potential damage.*
- *Vanquis should have warned him of the risks and complications of going abroad for dental treatment, especially as he had told the bank he was going to Turkey prior to his trip. Vanquis had made inaccurate comments about the advice given by his UK dentist.*

Ultimately, no agreement could be reached and so the case has been passed to me to decide.

What I've provisionally 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've not commented on everything that the parties to the case have said. That doesn't mean I haven't considered it, it just means I haven't found it necessary to comment in order to explain the conclusions I've reached.

Because Mr L used his Vanquis credit card to pay D for his dental treatment, section 75 of the CCA may apply to his situation. Based on what Mr L has said, I believe he understands section 75 to be like an insurance policy, but that is not the case. It doesn't cover everything that could go wrong with a purchase.

Section 75 of the CCA allows a person who has paid for goods or services on a credit card to claim against their credit card provider if there has been a breach of contract or misrepresentation by the supplier of those goods or services, so long as certain conditions are met.

The two main conditions which need to be met are that the claim needs to relate to a "single item" with a price over £100, but no more than £30,000, and that there needs to be what is known as a "debtor-creditor-supplier" or "DCS" agreement in place. Both conditions have been met in Mr L's case.

The difficulty Vanquis and our investigator have had is in establishing whether there had been a breach of contract or misrepresentation by D. It's necessary to prove that one of these things has occurred before the bank will have any liability to Mr L under section 75.

A misrepresentation, in the context of Mr L's case, would be a false statement of fact made by D to him, and which caused him to enter into the contract with D for the dental treatment. A breach of contract would be a failure by D to provide the treatment which Mr L had paid for, a failure to honour the express terms of their agreement with him, or a failure to honour any implied terms of their agreement. Implied terms are terms which are not expressly

written into the agreement but are treated as being included, for example through the operation of law.

The documentary evidence of the agreement with D

At this point I will reiterate something important our investigator said – the Financial Ombudsman Service is not an organisation with expertise in dentistry, which is a specialised and complex subject. Clear and persuasive evidence, in particular of a medical nature, is very important in a case like this.

In order to be able to establish whether someone got what they paid for, documentary evidence to show what had been agreed is generally a useful starting point.

In Mr L's case there is not much documentary evidence. It's apparent there were some conversations with representatives of D prior to Mr L's visit to Turkey, and Mr L has mentioned sending photographs of his teeth. Little evidence has been provided of these discussions. I have seen an undated message sent by D on social media offering the following list of services for 2,800€:

- *Hotel*
- *X-ray*
- *Consultation*
- *VIP airport transfers*
- *24 zirconium crowns with veneers*
- *Gum treatment*
- *Root canal treatments*
- *Replacement of missing teeth with a bridge*

I've also seen a letter from D with the same tick-list of services, dated 4 April 2022, which says they will hold the price of 2,800€ for Mr L so long as he books his flights now.

There are two further pieces of evidence, both written mainly in Turkish. One appears to be a screenshot although it is not clear where from. This has Mr L's name on it and refers to "28 zirconium" and "3200 euro", as well as two dates – 11 April 2022 and 17 April 2022. The other piece of evidence appears to be an invoice. Mr L's name appears on this too, as well as 28 line items dated 15 April 2022 with the description "Zirkonyum" and a further line item: "Zirconium crowns have 20 years of warranty". A price of 3,200€ is mentioned on this invoice as well. There is no mention of any of the other services.

The amount charged to Mr L's Vanquis card was the sterling equivalent of 3,200€ on 15 April 2022, so it appears this was the amount he paid, which is consistent with the screenshot and the invoice.

All other interactions between Mr L and D appear either to have been verbal or via written messages which haven't been supplied to the Financial Ombudsman Service.

Overall, I would describe the evidence of what precisely had been agreed between Mr L and D, to be unclear.

Did D provide the treatments and other services it had agreed contractually to provide?

Mr L has said he believed it had been agreed that he would have 28 individual zirconium crowns. The KR report indicates D fitted a mixture of zirconium crowns and bridges covering all his teeth. So it seems he did have 28 zirconium crowns fitted, but not all of them were individual crowns – others were joined together as part of a bridge.

Does this mean Mr L did not get what he paid for, or that the services were misrepresented? The limited evidence shows he paid for 28 zirconium crowns, but it doesn't specify whether those crowns would be individual ones or fitted as part of a bridge. Some of Mr L's comments suggest to me that he'd assumed he was getting individual crowns because nobody had told him otherwise, but I don't think there's enough evidence to prove that D had promised him he would have 28 individual crowns. I'm therefore unable to conclude that by fitting a mix of individual crowns and bridges, D was in breach of contract, or that it falsely told him he would be getting 28 individual crowns.

Other services were mentioned on the social media message and the letter I've referred to above. Based on what I've seen, Mr L was provided with hotel accommodation, transfers and consultations. Both the KR report and UK dentist noted he had received root canal treatment as well, along with bridges which appear to have restored previously missing teeth. So I think on balance, he received those services too. I'm unable to reach any conclusions on whether D provided gum treatment as neither the UK dentist or KR report say if any gum treatment was carried out.

Mr L has also referred to D promising a translator and aftercare. These aren't specifically mentioned on the invoice or letter Mr L has provided, but I think it probably goes without saying that aftercare would normally be provided for extensive dental work. It is not uncommon for follow-up work or adjustments to be required. However, we don't have any information about how any aftercare was meant to be delivered and what it would involve. We don't have evidence of what happened when Mr L attempted to access any aftercare services from D. Mr L says promises were made to him, but no documentary evidence of this has been provided, and I think it's difficult for me to draw any conclusions that D was in breach of a contractual requirement to provide aftercare.

Regarding the translator, I think it's likely an interpreter was meant to have been provided for the consultation with the dentist. Some of the Turkish words on the screenshot mentioned earlier translate to "relevant interpreter". Mr L says D provided no interpreter at the clinic, but that an agent from a different company assisted him during the consultation. It's unclear what the impact was of D failing to provide an interpreter, and so I don't think I can draw any conclusions that this was responsible for what Mr L says went wrong with the treatment.

I have considered the other comments Mr L has made – for example about conversations that he's had with the Turkish embassy or the World Health Organisation – but I don't think these assist his complaint against Vanquis.

What was the standard of the treatment D provided?

If Mr L had formed a contract for dental treatment in the UK, the contract would have been covered by the Consumer Rights Act 2015 ("CRA"), and it would have been an implied term of Mr L's contract with D that the dental services it was providing would be carried out with "reasonable care and skill".

As Mr L travelled to Turkey and paid for his dental treatment there, I think there is a question over whether the laws of Turkey would apply to his contract instead, not the CRA. No evidence or arguments have been submitted on this point and I've proceeded on the basis

that the relevant law in Turkey is the same as in England, and that Mr L would be entitled, contractually, to expect dental services to be carried out with reasonable care and skill. As our investigator noted, what is meant by reasonable care and skill has generally been held to mean the standard of care and skill to be expected of a competent practitioner of the service in question, but there is some guidance on this point in the “explanatory notes” to the CRA itself:

“Reasonable care and skill” focuses on the way a service has been carried out, rather than the end result of the service. This means that, if a trader has not provided a service with reasonable care and skill, they will be in breach of this right, whatever the end result.

...

It is generally accepted that relevant to whether a person has met the standard of reasonable care and skill are industry standards or codes of practice. The price paid for the service can also be a factor in determining the level of care and skill that needs to be exercised in order to be reasonable. For example, a consumer might expect a lower standard of care and skill from a quick and cheap repair service than from a more expensive and thorough one.”

In light of this, I think any industry standards or codes of practice which would apply to dentistry in Turkey would be relevant in assessing whether the treatment Mr L received was carried out with reasonable care and skill. No evidence has been provided of any standards or codes which would apply, which makes it difficult to answer this question.

I also think the price paid would be relevant, and I note the price Mr L paid – approximately £2,650 – appears to have been very low compared to equivalent treatment in the UK. According to one consumer organisation, the price of individual crowns in the UK ranges from £450 to £950 in private practice, while bridges cost between £400 and £1,050.² Mr L was having 28 crowns. Either individually or in bridges, it’s clear that the equivalent treatment would have been more expensive, and that is before the cost of the associated procedures such as the root canal treatment. Based on the CRA’s explanatory notes, I think it would be reasonable to expect a potentially lower standard of care and skill based on the price Mr L paid.

The only comments on the work from experts in the field come from Mr L’s UK dentist, and KR. The UK dentist’s notes describe the work which was completed by D. They comment that the “interproximal contacts [are] not cleansable” and that “LL1 has migrated occlusally by 1mm – could be due to bite – slight interocclusal space”. It also observes that teeth may move further if Mr L grinds down the zirconium material, but doesn’t make any comment on the level of care and skill exercised by D.

The KR report went into more detail. It also described the treatment carried out by D and made some general observations about Mr L’s teeth and gums, for example that his gums were inflamed. It described some of the crowns as “invading the biological width”, and that others were “out of occlusion and have slightly over erupted”. It said that the “prosthesis design [was] hindering adequate control”. It also concluded that the “long term prognosis of treatment provided is guarded with high risk of developing periodontal disease”. KR did not however say whether or not the work had been carried out to a reasonable standard of care and skill – taking into account the price paid and any different industry standards that might have applied in Turkey.

² <https://www.which.co.uk/reviews/dentists/article/private-and-nhs-dental-charges-al0jA6J1Swyl> [accessed 26 March 2024]

Unfortunately, I simply don't think there is enough evidence for me, as a non-expert in dentistry, to be able to say that the treatment carried out by D was not carried out with reasonable care and skill.

Overall conclusions regarding Mr L's section 75 claim

There is not enough evidence to show that D misrepresented something to Mr L, or breached its contract with him.

This is, firstly, because the evidence dating from around the time Mr L made his contract with D is not detailed enough to show that Mr L did not get the treatment he had paid for or was told he would be getting. Secondly, the medical or expert evidence which comments on the treatment carried out by D is not sufficient to show that it was not carried out with reasonable care and skill.

Other important points to consider

Mr L is of course free to seek out further evidence of a breach of contract by D. This could, for example, take the form of further expert evidence into the standard of work which has been carried out. There's no guarantee that this evidence will be persuasive, or help to advance his case, or that any costs involved will be reimbursed. Vanquis may want to instruct their own expert and it's possible that, having considered further evidence, I might decide to dismiss the case without making a final decision on its merits. This could happen if, for example, there is a disagreement of medical opinion which cannot be fairly resolved by this service. A court would usually be better placed to deal with such disagreements, as it can ensure the expert evidence is marshalled and dealt with in a more rigorous way than is possible through the informal procedures of this service.

It may also not be practical for the Financial Ombudsman Service, as an informal dispute resolution service without expertise in dentistry, to determine what it would cost to remedy any proven breach of contract or misrepresentation by D. And, like our investigator, I think it's important to point out that the Financial Ombudsman Service does not have the power to award compensation for "loss of amenity". Some of the impact Mr L has described – such as having difficulty eating – could reasonably be included in this type of loss. If this is something he considers he should be compensated for then it is not something I would be able to award to him.

Given the complex nature of Mr L's case, involving dental treatment carried out abroad and alleged clinical negligence, he may wish to seek independent legal advice on any potential courses of action he may have against D or other parties such as Vanquis.

Customer service provided by Vanquis

I can see Vanquis provided compensation to Mr L at various stages of the process of making a claim, as it accepted there were customer service failings on its part. I can see this included £25 for dropped calls in October 2022, £35 for not calling him back in either November or December 2022, and £45 for delays in March 2023. I think these payments are broadly fair considering the circumstances and the fact Vanquis were investigating what was a complicated claim.

I don't think Vanquis was under any obligation to try to contact D as part of their investigation, as Mr L has suggested. Ultimately it is Mr L's responsibility to prove his case, not Vanquis. Similarly, Vanquis didn't have any responsibility to warn Mr L about the potential risks of going to Turkey to have dental treatment. I wouldn't expect a credit card provider to be providing dental advice if a customer called to say they were travelling to

Turkey.

I know Mr L is also concerned about comments Vanquis made about him going to Turkey to have dental treatment after his UK dentist had allegedly advised him against this multiple times due to the “condition of his mouth”.

I do think, in its response to Mr L’s claim, that Vanquis did exaggerate the comments made by Mr L’s dentist. I can’t see Mr L had been warned by his dental practice against going to Turkey or that he was unable to have any restorative dental treatment carried out due to the state of his teeth and gums, for example. He had been given advice in April and May 2021 about oral hygiene and the need to improve this before “complex dental work”, but that is not quite the same as what Vanquis said in its response to Mr L’s claim. I can understand why Mr L might have been concerned about the bank’s interpretation of the evidence based on this – however I don’t think its comments warrant further compensation.

My provisional decision

*This is clearly a complaint that Mr L feels strongly about, and for understandable reasons. But for the reasons I’ve explained above, I’m not minded to decide it should be upheld. I now invite all parties to the complaint to send any further submissions they would like me to consider, by **17 April 2024**. I will then review the case again.*

Will Culley
Ombudsman