

## **The complaint**

Mr B has complained that Capital One (Europe) plc has failed to refund him for payments he made to a third party merchant.

## **What happened**

Mr B used his Capital One card to partially pay a third party for works to his downstairs bathroom, including tiling. He's explained he was happy with most of the work, except the tiling. So, he complained to Capital One. Under section 75 of the Consumer Credit Act 1974, he may be able to reclaim his losses in full from Capital One. However, it declined his claim, so he complained to our service. He was also unhappy about the service he'd received from Capital One.

Capital One accepted it had given poor advice. Although it believed it had reached the right outcome, it offered £150 compensation for the service it gave Mr B.

One of our investigators looked into what had happened. She didn't feel Capital One needed to do more. This was because, as regards the chargeback, the merchant defended the dispute. Later, Capital One said it could be successful, but it needed further evidence. This was because there was no original invoice from the merchant or an independent report of the faults with the work, or a quote for repairs. The same applied to a section 75 claim.

As the work had been done, this couldn't now be provided.

Our investigator agreed that Capital One hadn't behaved unfairly. As Mr B disagreed, his complaint's been passed to me.

## **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'm not upholding it. The complaint is about Capital One, and whether it has behaved fairly, taking into account section 75 and the chargeback process. I'm satisfied it has, because I don't think it was unreasonable not to proceed, given that insufficient evidence was provided in support of the workmanship.

That said, it didn't give the service Mr B should have been able to expect. I'm pleased to see it's paid him compensation for this, which is of the amount I'd have awarded.

## **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 February 2025.

Elspeth Wood  
**Ombudsman**