

The complaint

Ms S complains about a credit card agreement she has with Vanquis Bank Limited. More specifically, the way that Vanquis Bank Limited dealt with a claim she submitted under section 75 (s.75) of the Consumer Credit Act (CCA). Vanquis Bank Limited did not uphold her claim.

What happened

Ms S used her Vanquis Bank Limited credit card to make payments to a company I shall refer to here as G. Ms S was looking to emigrate and G provided a service that would help with this and help Ms S gain employment in the country she was looking to emigrate to.

Ms S has not emigrated and is unhappy with the service provided by G. She does not believe G did what it had agreed to do for her and Ms S has also referred to action taken to remove fake reviews from G's website.

After complaining to Vanquis Bank Limited Ms S referred her complaint to our service, where it was considered by an investigator. They did not consider Vanquis Bank Limited had ultimately dealt with Ms S's claim unfairly and they did not consider there was sufficient evidence of a breach of contract or misrepresentation. Ms S did not accept the investigator's findings and the complaint has now been referred to me as the last stage in our process.

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 would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Where there is a dispute about what happened, or where evidence is unclear or incomplete I make my findings on the balance of probabilities – which is to say, what I consider is most likely to have happened based on the evidence available and the wider surrounding circumstances.

What I need to consider in this complaint is whether Vanquis Bank Limited – as a provider of financial services – has acted fairly and reasonably in the way it handled Ms S's request for getting money back. But it's important to note Vanquis Bank Limited isn't G. I can't hold it responsible for everything that Ms S is unhappy about with G.

S.75 is a statutory protection that enables Ms S to make a 'like claim' against Vanquis Bank Limited for breach of contract or misrepresentation by a supplier paid using certain types of credit. There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met. I think the necessary relationships exist under a debtor creditor-supplier agreement. And the cost of the service was within the relevant

financial limits for a claim to be considered under s.75.

For a claim for misrepresentation to succeed I have to be satisfied that a false statement of fact was made, inducing Ms S into making a decision she otherwise would not have made. From the evidence provided in this complaint, I have not seen sufficient evidence to demonstrate a misrepresentation has been made.

Ms S has referred to being given various assurances during telephone calls and has also provided a recording from when she called G more recently in what she hoped would support her complaint. There are no recordings to demonstrate specifically what Ms S was told when she initially enquired about G's services and I note from the documentation provided there are no guarantees about Ms S obtaining employment or being granted permission to stay in the country. I fully appreciate why no recordings are available of the calls Ms S initially had, but from the evidence I have seen in this case, I'm not persuaded it demonstrates Ms S was misled about the service or that she was given any specific guarantees about employment or being able to emigrate.

I have noted what Ms S has said about the fake reviews on G's website and that these have now been removed by the review platform provider. It is not clear however whether the fake reviews were those that Ms S considered at the time, how much weight Ms S put on the reviews she read or therefore that this acted as an inducement to enter into the agreement with G. Ms S has referred to reading the reviews at the outset but has not elaborated on this or referred to the significance this actually had on her decision to proceed with G. This does not therefore in my view demonstrate sufficient grounds to uphold this element of Ms S's complaint.

I have also considered what Ms S has said about G not providing the service it had agreed. I have considered what G was to provide Ms S with, which is set out in the 8 March 2019 agreement and it is worth highlighting exactly what was agreed between Ms S and G in the 8 March 2019 agreement. The sections headed 'The role we play during this process' and 'Our responsibility' are particularly key here. Ms S has referred to correcting things after her CV was reviewed and amended by G but it would not in my view be unreasonable to have further discussion about the content of ones CV and identify or suggest further changes between the parties. I have noted what Ms S has said about the employment opportunities that were offered were not suitable for her but this does not in my view demonstrate a failure on the part of G.

There are no guarantees in the documentation about employment or emigration being successful and while I again note that Ms S is unhappy after paying what she has for the service, I am not persuaded there are sufficient grounds in this instance to demonstrate G has breached the terms of its agreement with Ms S.

I appreciate Ms S will be unhappy having paid not an inconsiderable sum to gain employment and emigrate and this has not happened. But having reviewed all that has been provided in this case, there are insufficient grounds to uphold Ms S's complaint about the way Vanquis Bank Limited dealt with her s.75 claim.

Finally, I note Vanquis Bank Limited has already paid, and offered to pay an additional sum, to Ms S for delays and issues related to its investigation. This is reasonable in my view and Vanquis Bank Limited is not required to do anything more than it has already agreed to in respect of this.

My final decision

I accept Ms S will remain unhappy with the outcome I have reached here but my final

decision is that I do not uphold this complaint against Vanquis Bank Limited. Should Ms S wish to continue her complaint against Vanquis Bank Limited or G, she will need to do so through alternative means, such as court.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 7 April 2025.

Mark Hollands
Ombudsman