

complaint

Miss G complains that Vanquis Bank Limited will not refund the money that she paid for some photos.

our initial conclusions

The adjudicator recommended that this complaint should be upheld in part. She was unable to conclude that there had been a breach of contract or misrepresentation so Miss G's complaint under section 75 could not succeed. She noted that Vanquis had made a £310 chargeback claim for the part of the cost that had been paid on Miss G's Vanquis card but that this had then been debited from Miss G's account. She recommended that Vanquis Bank should pay £310 to Miss G with interest and that it should pay her £100 compensation for the distress and inconvenience caused by its poor complaint handling. Vanquis says that it did not debit the £310 from Miss G's account so it should not be required to repay it.

my final decision

I have considered all that Miss G and Vanquis have said and provided in order to decide what is fair and reasonable in this complaint.

I am not persuaded that there has been a breach of contract or misrepresentation by the photographer. I therefore do not consider that I should uphold Miss G's section 75 complaint.

Vanquis has made a successful chargeback claim for the £310 that Miss G paid to the photographer using her Vanquis credit card. It credited that amount to her account in January 2012 but in December 2012 her account statement showed an outstanding balance of £310 and said *"payment of amount in dispute £310 is not required"*. Her March 2013 statement then showed a debit card payment of £310 and a refund of charges of £34.08. I am therefore persuaded that the £310 was re-applied to Miss G's account and was paid by her in March 2013 so I consider that it would be fair and reasonable for Vanquis to refund that payment to Miss G, with interest. I consider that it has not responded to her complaint within an acceptable timeframe and that it would also be fair and reasonable for it to pay her £100 compensation for the distress and inconvenience that she has been caused.

My decision is therefore that I uphold Miss G's complaint in part as set out on the next page.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss G either to accept or reject my decision before 1 May 2014.

Jarrold Hastings

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

In settlement of Miss G's complaint, I order Vanquis Bank Limited to:

1. Refund £310 to Miss G.
2. Pay interest on that amount at an annual rate of 8% simple from the date of payment in March 2013 to the date of settlement.
3. Pay £100 to Miss G to compensate her for the distress and inconvenience that she has been caused.

If Vanquis deducts tax from the interest element of my award, it should send Miss G a tax deduction certificate when making payment. She can then use that certificate to reclaim the tax if she is entitled to do so.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.