

complaint

Mr F complains that Vanquis Bank Limited won't refund to him the money that he paid for a door to be repaired. His complaint is made against Vanquis Bank under section 75 of the Consumer Credit Act 1974.

background

Mr F used his Vanquis Bank credit card in October 2017 to pay £114 to a property management company for a repair to a door. He claimed a refund from Vanquis Bank under section 75 because the property management company had breached its contract with him. He wasn't satisfied with Vanquis Bank's response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. He wasn't satisfied that there'd been a breach of contract or misrepresentation by the property management company - and he didn't think that Vanquis Bank was wrong to turn down Mr F's claim under section 75. So he said that he wouldn't be asking Vanquis Bank to do anything more.

Mr F has asked for his complaint to be considered by an ombudsman. He says, in summary, that:

- he was assured that the property management company carried standard parts;
- he ensured that it knew exactly what he was calling it out for;
- a tradesman arrived and stayed for an hour but told Mr F that he didn't have the part;
- it then sent a quote for £150 which he didn't accept;
- it breached the contract because it said that it carried standard parts and he clearly explained what he needed; and
- he feels that the £114 charge was for labour but no labour was performed – it was just a call out (for which there was no charge) and a quote for the repair work.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr F's complaint about Vanquis Bank, I must be satisfied that there's been a breach of contract or misrepresentation by the property management company and that Vanquis Bank's response to his claim under section 75 wasn't fair or reasonable. I'm not determining the outcome of Mr F's claim under section 75 as only a court would be able to do that.

The property management company advertised that it didn't make a call-out charge and Mr F contacted it on that basis. He says that he described the repair that was needed and arranged for it to visit his property to repair his door. The property management company says that its charges were explained to Mr F both on the phone and in a confirmation e-mail. It said that it charges for time at a rate of £95 plus VAT for the first hour and then £47.50 plus VAT for each additional half hour and that it charges for materials on top of that. It says that its tradesman's notes show that he: *"Attended property, found faulty door closure, can't get replacement, needs to be ordered, sent pictures to [a named individual]"*; and asked that a quote for a replacement door closure be sent to Mr F. A quote for £150 was sent to Mr F – which he didn't accept – but he had been charged £114 for the tradesman's visit.

Mr F says that the tradesman didn't repair the door or perform any labour so he shouldn't have to pay for the visit. And he says that the property management company said that it carried standard parts so should've had a door closure.

But I consider it to be clear that the tradesman did attend Mr F's property to repair the door – but a repair wasn't possible and a replacement door closure was required. The property management company said that it carried standard parts – but it didn't tell Mr F that it would have the part that was required for his door – or give any guarantee or undertaking that it would have specified spare parts. It didn't have the door closure that was required so it said that it would order one and it quoted for supplying a replacement.

Mr F hasn't been charged a call out fee – but he's been charged for the first hour of labour at a rate of £95 plus VAT. Mr F may have understood that he'd only be charged if a repair was possible – but I consider that he agreed to pay £95 plus VAT for the first hour of labour – and that it was fair and reasonable for the property management company to charge him £114 for the tradesman's visit in these circumstances.

I'm not persuaded that there's been a breach of contract or misrepresentation by the property management company. And I consider that Vanquis Bank has responded to Mr F's claim for a refund under section 75 fairly and reasonably. So I find that it wouldn't be fair or reasonable for me to require Vanquis Bank to refund the £114 that Mr F paid to the property management company – or to take any other action in response to his complaint.

my final decision

For these reasons, my decision is that I don't uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 3 November 2018.

Jarrold Hastings
ombudsman