

complaint

Miss M complains that Vanquis Bank Limited will not refund a payment she says she did not authorise from her credit card.

background

Miss M spoke to a travel company about booking a holiday. She says that the indirect flights she was later offered were not suitable. The company was not prepared to refund £100 she's been charged. And so she disputed this with Vanquis which held her responsible for it.

The adjudicator did not recommend that the complaint be upheld. He said that:

- Miss M had provided sufficient information about the passengers and her credit card details to the travel company to make a booking.
- He'd seen some emails between the travel company and Miss M. On 8 December 2016 it had written to her to say it was in the process of completing her booking and that it would send confirmation in 24 to 48 hours.
- The booking terms and conditions said that it could provide indirect flights and that the holidays were not refundable.
- It said Miss M was liable for the full cost of the holiday, £1,614, but that as a gesture of goodwill it did not charge her the full balance. It said it had provided her with a £100 voucher against future holidays.

Miss M did not agree. She said that the email she received showed that a booking has not been made as it was not confirmed. And she never received confirmation of the booking. She did not go to the website to see the terms and conditions and did not authorise any money being taken. She did not receive any vouchers.

my findings

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

The adjudicator has set out the main issues in this complaint and I have little usefully to add. I'm afraid I agree that the email he refers to indicates to me that Miss M had committed to a booking. And in an email the next day to the travel company she says "*I do not want the alternative flights you have offered. This is not what I agreed to...*".

Clearly Miss M was not happy with the alternative flights but such a change was allowed under the terms and conditions of the booking. I'm not persuaded on the evidence that the charge to her card has been wrongly applied.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 4 December 2017.

Michael Crewe
ombudsman