

complaint

Mr C complains that Vanquis Bank Limited, declined his credit card payment and as a result he was unable to obtain flights at a promotional rate. His daughter had to buy the flights the next day at a higher price. He wants compensation from Vanquis.

background

On 19 December 2013, Mr C paid £2,500 cash off his credit card balance. On 25 December 2013, Mr C's credit card statement showed an "available to spend" balance of £2,546.49. On 6 January 2014, he tried to buy flights to a European destination at a special price of £189.66. However, the transaction was declined three times. Mr C's daughter paid for the flights on 7 January 2014, but by this date the flights had increased to £598.70. Vanquis offered him £25 compensation which Mr C feels is insufficient. He wants compensation to reflect the difference between the two flights.

Vanquis admits receiving Mr C's cash payment on 20 December 2013, but says funds are only available to spend once it has confirmation that the money has cleared. It says it has done nothing wrong by declining the payment.

The adjudicator upheld the complaint. In her view, Mr C's credit card statement showed the available credit was £2,546.49, which contradicts Vanquis's statement that the funds had not cleared. Further she has not seen any evidence of when the funds actually cleared. She recommended that Vanquis pay Mr C £50 compensation and reimburse Mr C for the difference he paid for the flights.

Vanquis objected to this as it feels it has done nothing wrong.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I agree with the adjudicator for much the same reasons. Mr C paid £2,500 in cash off his credit card.

It is not disputed that the payment was made and received by Vanquis on 20 December 2013. Furthermore, Mr C's credit card statement of 25 December 2013, clearly states that he has over £2,500 available to spend. Taking all this evidence into account, I do not accept that Vanquis was waiting for funds to clear before the credit was available. From the documentary evidence provided, credit was available from 25 December 2013. I accept Mr C's credit card was declined and as a consequence his flights cost more. There is no dispute that Mr C tried to make the transaction on 6 January 2014.

I therefore find it fair and reasonable for Vanquis to pay Mr C, £409.04, which represents the difference in price of the flights and also £50 compensation for distress and inconvenience.

my final decision

My final decision is that I uphold this complaint. Vanquish Bank Limited should pay Mr C £409.04 compensation and also £50 for distress and inconvenience.

Clare Hockney
ombudsman