

complaint

Mr W complains that Vanquis Bank Limited won't refund to him the money that he's claimed for a stay in a hotel. His complaint is made against Vanquis under section 75 of the Consumer Credit Act 1974.

background

Mr W used his Vanquis credit card in August 2015 to make payments of £598.56 and £1,050.67 to a travel agent for a stay in an overseas four star hotel. The hotel wasn't of the standard that he'd expected so he asked to change hotel. That didn't happen but he paid a supplement for a superior room at the hotel. When he returned home he asked the travel agent to refund £525 to him for the disruption and stress caused during the first three days of his holiday whilst he was waiting for a resolution and the extra cost of the superior room. He then complained to Vanquis in June 2016 under section 75 but wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. He said that he had no evidence of what Mr W was told that he'd receive and the four star rating is subjective and different from country to country. And he wasn't satisfied that Mr W hadn't been provided with the standard of hotel that was advertised.

Mr W has asked for his complaint to be considered by an ombudsman. He says, in summary, that the travel agent's website shows the first class quality of the hotel's amenities and that the photos that he's provided show that there's no relationship between the promotional photos and his experience. He says that the photos show the poor standard of the fixtures, fittings and furniture and the disgraceful condition of the electrics and bath and bathroom fittings. He says that there's no excuse in this day and age for a property in such a poor state to be advertised as four star.

Vanquis has apologised for not acknowledging Mr W's claim as a complaint and it's offered to pay him £75 compensation for the inconvenience that he's been caused.

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 W's section 75 complaint about Vanquis, I must be satisfied that there's been a breach of contract or misrepresentation by the travel agent.

It's clear that Mr W wasn't satisfied with the quality of the hotel and the room that was initially provided to him. He asked to change hotels and then paid a supplement to change to a superior room. But what is an acceptable standard of accommodation is a subjective assessment. I've seen no evidence to show that the hotel's four star rating was misrepresented – so it's likely that the hotel has been independently assessed as being of four star quality and the travel agent has advertised it on that basis. But it's also likely that the requirements for a four star rating will differ from country to country.

Although the photos do show a standard of fixtures and fittings that would be below what would normally be expected from a four star hotel, I'm not persuaded that there's enough evidence to show that the hotel shouldn't have been advertised with a four star rating. And it's now nearly two and a half years since Mr W paid for the hotel. I'm not persuaded that there's enough evidence in these circumstances to show that there's been a breach of contract or misrepresentation by the travel agent. So I find that it wouldn't be fair or reasonable for me to require Vanquis to refund to Mr W the £525 that he's claimed.

Vanquis accepts that there have been failings in the way that it's dealt with Mr W's complaint. It has apologised for that and offered to pay him £75 compensation for the distress and inconvenience that he's been caused. I consider that to be fair and reasonable in the circumstances. But I'm not persuaded that it would be appropriate for me to require it to take any other action in response to Mr W's complaint.

my final decision

For these reasons, my decision is that, in full and final settlement of Mr W's complaint, Vanquis Bank Limited should pay him £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 26 February 2018.

Jarrold Hastings
ombudsman