

## **complaint**

Mr B complains that Vanquis Bank Limited ("Vanquis") has rejected his claim under section 75 of the Consumer Credit Act (1974) ("s75").

## **background**

Mr B had a conservatory built in 2018. He says the invoiced price was £30,500 but this was reduced to £26,500 when he changed the Velux window to a fixed pane and kept the kitchen window in situ. He paid a £3,000 deposit using his Vanquis credit card and then made subsequent payments of 23,500 from another bank account.

But when the building inspectors reviewed the work they refused to approve it. They said it didn't comply with building regulations and noted many faults.

Mr B tried to contact the builders but they didn't reply. So he made a claim to Vanquis under s75. He said, as the finance providers, they were equally liable.

But Vanquis disagreed. They said the invoice for the work was actually £30,500 and this was more than the £30,000 limit for s75 claims. They explained that, whilst Mr B had paid £26,500, he still owed £4,000 and the builders had offered, through their solicitors, to rectify any work to building control standards if Mr B paid the £4,000 balance. They said this showed the total invoice was therefore for £30,500 and as such it was in excess of the s75 limit and they could not process Mr B's claim.

But Mr B didn't agree. He referred his complaint to this service and our investigator looked at the evidence. The investigator agreed with Vanquis. He was satisfied that the invoice amount was for £30,500 and not £26,500 as he'd not seen anything from Mr B that suggested the original invoice had been amended downwards. He noted that the builders were still claiming for the balance of that original invoice and he thought they wouldn't be doing so if the agreement had been for any other amount. So it appeared that Mr B had chosen to pay £26,500 but the sum due was £30,500 and this was in excess of the maximum allowed for a claim under s75. So the investigator thought Vanquis were right to refuse to consider Mr B's claim and they didn't need to take any further action.

But Mr B disagreed and he asked for a final decision by an ombudsman.

## **my findings**

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

I agree with the investigator's view and for similar reasons. Please let me explain why.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When something goes wrong and the payment was made, in part or whole, with a credit card, it might be possible to recover the money paid through a section 75 claim. This section of the Consumer Credit Act (1974) says that in certain circumstances, a finance provider can be responsible for a breach of contract or a misrepresentation made by the supplier.

But there are financial limits. The Act says that the claim must relate to an item that costs more than £100 and no more than £30,000.

And here I'm not persuaded there's been sufficient evidence to demonstrate that's the case. I think it's more likely than not that the agreed price was £30,500 which means that Vanquis don't need to consider Mr B's claim as it's in excess of the limitation set by the relevant legislation.

I say that because the only invoice I've seen is for £30,500. I understand Mr B says he had an agreement with the builders for a lesser sum but I've not seen any evidence of this. There's been no evidence provided of further correspondence with the builders that I think would most likely have taken place if the amount payable was only £26,500. The builder's demands also seem in line with them expecting a further payment to bring the total to £30,500. They've refused to rectify the problems unless the balance of £4,000 is paid.

So I'm persuaded that it's most likely the agreed cost for the work was £30,500 and, as this is greater than the maximum allowed under a s75 claim, I don't think Vanquis have been wrong to advise Mr B they can't consider it.

### **my final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 May 2019.

Phil McMahon  
**ombudsman**