

## **complaint**

Mr C complains that Vanquis Bank Limited will not refund to him the money that he paid, using his credit card, to a company for services relating to his timeshare. His complaint is made against Vanquis Bank under section 75 of the Consumer Credit Act 1974.

## **background**

Mr C agreed to pay a retainer to a company in connection with the sale of his timeshare. Mr C did not receive the services that he had expected so he asked Vanquis Bank to refund his payment under section 75. He was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that the debtor-creditor-supplier relationship required for a claim under section 75 was not present in these circumstances because Mr C had made payment to one company but the services were to be provided by a different company.

Mr C says that he is unhappy that his complaint has been rejected on what is essentially a technicality - that the provisions in section 75 have failed to keep pace with the changes in payment methods. He also says that Vanquis Bank should be required to provide details of the UK bank which provided credit card facilities to the company to which he made payment.

## **my findings**

I have considered all the available evidence and arguments to decide what is 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 has been a breach of contract or misrepresentation by the supplier. One of those circumstances is that there must be a direct relationship between the debtor, the creditor and the supplier.

In these circumstances, the debtor is Mr C because he has a credit card from Vanquis Bank, the creditor is Vanquis Bank because it has provided credit to Mr C and the supplier is the supplier of the time share services. However, there is no direct relationship between Vanquis Bank and the supplier because Mr C's payment was made to a company that was not the supplier. Even though that may not have been what Mr C intended, it is enough to break the debtor-creditor-supplier relationship required for a claim to be successful under section 75.

There is no evidence to show that the supplier and the company to which Mr C's payment was made are associated as defined by the Consumer Credit Act. I therefore consider that Vanquis Bank has correctly declined Mr C's claim for a refund under section 75 and I do not consider that it would be fair or reasonable for me to require it to refund the payment to Mr C.

Mr C has also asked Vanquis Bank to make a chargeback claim. Although a consumer has no right to require a chargeback claim to be made, this service considers it to be good practice for a claim to be made when a transaction is disputed in accordance with the applicable scheme rules and where there is a reasonable prospect of the claim being successful. However, I am not persuaded that there was a reasonable prospect of a chargeback claim being successful in these circumstances because the company to which

the payment was made has provided the services (in this case payment processing services) that it agreed to provide. It is the supplier that has not provided services to Mr C but Vanquis Bank cannot make a chargeback claim against the supplier.

We offer an informal dispute resolution service and have no disciplinary or regulatory authority over Vanquis Bank. I am therefore unable to require it to provide the information that Mr C has requested.

**my final decision**

For these reasons, my decision is that I do not uphold Mr C's complaint.

Jarrold Hastings  
**ombudsman**