

## **complaint**

Mr L complains that Vanquis Bank Limited won't refund a payment he made on his credit card to an online ticket resale website. His partner, who I'll call "Ms L", brings the complaint on his behalf.

## **background**

In early 2017, Ms L and Mr L bought tickets for an event on an online ticket resale website. They used Mr L's Vanquis credit card to make the purchase.

Ms L says the total price for two tickets was around £90 but, when she received confirmation of the order later, she saw the total cost came to nearly £300. She says that's not the price she and Mr L agreed to, so they complained to the website. They also asked Vanquis to get the money back.

The website said the final price of tickets – including any fees – is always set out clearly before a customer completes their purchase. Vanquis said it had no grounds to refund Mr L, because the documents he'd provided didn't show he'd been overcharged.

Mr L and Ms L got in touch with us. As well as being unhappy about not getting a refund, Ms L complained that Vanquis was unhelpful.

Our investigator thought it was most likely that the total cost of the tickets – including the fees – had been shown on the website before Ms L and Mr L completed the purchase. So she didn't think Vanquis could have done anything to get Mr L's money back. But she said we may be able to look at the matter again if Mr L and Ms L didn't receive their tickets in time for the event.

Mr L and Ms L didn't accept that conclusion. Ms L said she felt the investigator was saying she and Mr L hadn't checked the details properly before they put in Mr L's card details – but they had checked and they hadn't agreed to pay the price Mr L was charged.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same overall conclusion as the investigator did, for much the same reasons.

Like the investigator, I've been on the website and followed the steps needed to buy tickets. I'm satisfied that the website's fees, delivery charges and VAT are listed before a buyer puts in their card details. So I think it's most likely that information was there before Mr L and Ms L made the purchase – even if they didn't take note of it. This leads me to conclude that Mr L authorised Vanquis to pay the website and charge the payment to his credit card account.

So I don't think there was any basis on which Vanquis could reasonably have challenged, or 'charged back', the payment, or refunded Mr L because the website misrepresented things or breached its contract with him. Vanquis could only have done that if the available evidence indicated Mr L hadn't agreed to pay what he was charged. As I've said, I don't think that's what the evidence shows, so I don't think there was anything more Vanquis should have done to try to help.

I've noted what Ms L has said about online reviews of the website, which she found after buying the tickets. But I can't decide a complaint about the website; I can only decide whether I can fairly require Vanquis to refund Mr L in the particular circumstances of this complaint.

Mr L and Ms L haven't said whether or not they received the tickets in time for the event. If they didn't, and if the website hasn't refunded them, they may be able to ask Vanquis to look at the matter again, on the basis that they didn't get what they paid for.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 6 March 2018.

Janet Millington  
**ombudsman**