

complaint

Mr W complains about the response of Vanquis Bank Limited ("VB") to his complaint about an item he bought with his credit card.

background

Mr W says in January 2018 he bought a TV box overseas for £1,317.75 using his VB credit card. He says he was told he'd be able to cancel his subscription for £80 per month with a third party internet television provider and be able to access the same services through a satellite with another third party business that I'll call Business A. And he says he was shown the cost of accessing Business A's site, which was over £2,000. But the salesman told him they could offer a discount and he would be buying the package from Business A.

Mr W also says when he got back to the UK and tried unsuccessfully to log into Business A's site he realised he'd been mis-sold the TV box. He says he contacted VB about the matter and was eventually told his dispute had been refused because he couldn't evidence that the TV box could work in the UK and that he hadn't returned it to the supplier.

So, Mr W says he feels let down and upset and he wants VB to be required to accept his claim.

VB says it reviewed the documentation Mr W gave it and the circumstances surrounding the sale of the TV box. But it says the information he provided doesn't confirm there's been a breach of contract or misrepresentation. And he hasn't returned the goods to the supplier to enable VB to dispute the transaction through the third party business that facilitates the credit card.

VB also says its Section 75 team's confirmed that should Mr W provide sufficient evidence to show a breach of contract or misrepresentation by the merchant in the future, it would happily look to assist him.

Our investigator thought Mr W's complaint shouldn't be upheld.

Mr W disagreed with the investigator's conclusions. He said he believes he's been the victim of a scam by paying over £1,300 for a TV box he was told would connect to Business A's satellite and would allow him to close his internet TV account with another third party business, saving him £80 per month.

Mr W also said he has a TV box that's inefficient in that programmes can't be accessed or the quality's poor. He said he's tried the box with different broadband providers and from the very beginning he's offered to get it checked out professionally. And he said having checked legislation and consumer websites his understanding is that by paying by credit card he should be covered in this situation.

So, the matter's been referred to me to make a final decision.

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've decided not to uphold Mr W's complaint and I'll explain why.

I see Mr W submitted his claim to VB under Section 75 Consumer Credit Act ("s75"), which enables a consumer to claim against the credit card provider if there's been a breach of contract or misrepresentation by the supplier of goods or services bought with it.

I also see VB rejected Mr W's claim on the basis that he hadn't given it information confirming there'd been either a misrepresentation or a breach of contract by the supplier of his TV box.

So, I have to decide whether that decision was fair and reasonable, in the circumstances.

Mr W's given us a great deal of information in support of his complaint including a recording of what he can see when using the TV box. But from everything I've seen, I don't have enough information to conclude the issues he's experiencing are the result of a fault that was present when he bought the TV box. I think it's at least as likely they're due to issues with the programmes or files he's using.

So, in the absence of an independent expert's report confirming the cause of the issues Mr W's experiencing, I think VB's decision that there wasn't enough information to support a claim on the basis of a breach of contract by the supplier of the TV box was reasonable.

But I also have to consider whether there was any misrepresentation by the supplier when Mr W bought the TV box.

I acknowledge Mr W's told us he bought it as a result of information he was given by the supplier to the effect that the TV box would connect to Business A's satellite and would allow him to close his internet TV account with another third party business, saving him £80 per month. And he says this has proved to be untrue, so he's been the victim of a scam.

But I haven't seen any other information supporting what Mr W says the supplier told him, such as any advertising material containing similar statements about the TV box. And, in these circumstances, I think VB's decision to reject his claim on the basis of misrepresentation was reasonable.

So, for these reasons, I can't fairly and reasonably uphold Mr W's complaint.

my final decision

I don't uphold Mr W's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 February 2019.

Robert Collinson
ombudsman