

## **complaint**

Mr W complains that Vanquis Bank Limited won't refund credit card payments made for the hire of a motor home.

## **background**

In October and November 2018 payments were made using Mr W's Vanquis credit card to a company which hires out motor homes. They totalled £665. Mr W says that the company didn't provide the motor home and had no authority to take the payments.

Vanquis raised a dispute with the motor home company, but it said that Mr W had cancelled the hire agreement and that he wasn't entitled to a refund of anything more than the security deposit of £250.

Mr W was unhappy with the outcome and so complained first to Vanquis and then to this service. He said that he hadn't signed the agreement with the hire company and that it, rather than he, had cancelled the arrangement.

One of our investigators considered the complaint but concluded that Mr W had agreed to be bound by the terms of hire and that those terms allowed the hire company to charge the sums it did. The investigator didn't consider that Vanquis should therefore be required to make a refund. Mr W didn't accept the investigator's view and asked that an ombudsman review the case.

## **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, however, I've reached broadly the same conclusions as the investigator did, and for similar reasons.

I'll consider first of all Mr W's argument that he didn't sign the agreement with the hire company. The hire company says that the agreement was signed electronically, and I note that it's dated some weeks after the initial booking was made and the first payment taken. Electronic signatures are not unusual, especially where arrangements are not made face-to-face. I think it more likely than not therefore that Mr W did sign the agreement, but that he did so electronically. Whether he did or not though, I believe he was still bound by its terms, since by making the booking he would have agreed to them. A signed agreement was simply evidence of what had been agreed. Mr W has also noted that the date of the agreement was about a month after he made the booking. However, the fact that the written agreement was completed some time after the booking was made doesn't make that agreement invalid or a forgery; it still recorded what had been agreed.

Mr W has suggested too that the hire company cancelled the agreement, not him. I have however listened to a recording of his call to the company in which he asks about cancellation and the fees associated with it. First of all, that's further evidence that he placed the booking and that the hire agreement is genuine. But it's also apparent that he and not the hire company cancelled the agreement. He explained in that call that he and his wife wouldn't be able to take the camper van because she's just returned from surgery.

Since I'm satisfied that Mr W made the booking, agreed to the booking terms and cancelled the agreement very shortly before he was due to collect the camper van, I need to consider what the effect of the cancellation was.

The terms of the hire agreement said that a full refund would be due in the event of cancellation within 24 hours of the booking being made. After that, the cancellation fee would be 7 nights of the overall rental including extras. And if the booking was for less than 7 nights or the cancellation was within 6 weeks of the date of collection, the cancellation fee would be the full rental. Mr W's agreement was for 4 nights, and he cancelled less than a week before the collection date. That being the case, the terms of the hire agreement said that the full fee would be payable.

The amount charged included not only the hire fee, but also fees for unlimited mileage, an upgrade package, insurance waiver and an administration fee – as well as the security deposit, which I understand has been returned.

In the circumstances, I can understand why Vanquis wasn't successful when it raised a dispute with the hire company. And I don't believe it treated Mr W unfairly in holding him liable for the payments it had made to the hire company. I do of course understand that Mr W feels that the cost of cancellation was too high and not what he was expecting, but I'm afraid that isn't a reason for requiring Vanquis to make a refund.

### **my final decision**

My final decision is that I don't require Vanquis Bank Limited to do anything further to resolve Mr W's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 May 2020.

Michael Ingram  
**ombudsman**