

complaint

Mr D complained because Vanquis Bank Limited wouldn't refund him £462 for trainers which he said he hadn't ordered on his credit card.

background

Mr D rang Vanquis in June to say that a member of his family had phoned to say that five pairs of trainers had arrived at his family house, but he hadn't ordered them. The agent blocked the card, and said he wouldn't be liable for the three transactions.

The next day Mr D rang Vanquis again. He was told the transactions weren't fraud, because they had been Chip and PIN verified. He was also told the transactions hadn't yet cleared. Mr D gave a different account of events during this call – for example, he referred to a couple of pairs, and he said he'd first become aware because he'd looked at his account, and because he'd had a text from a friend saying Mr D's relative had signed for trainers.

A few days later, Mr D rang again when the transactions had gone through his account, and Vanquis told him it would send a declaration form for him to fill in with details of the transactions. This time, Mr D said one pair of shoes had arrived, and different members of his family had told him about it. Mr D returned the form, and on 8 July Vanquis wrote to tell Mr D it had refunded the transactions. This letter said the bank had completed its investigation and had credited his account with £462. The letter said that *"should we receive any further information from the retailer, we will contact you again, at which time it may be necessary to continue with the investigation."* A few days later, Mr D spoke to Vanquis again, and was told the money had been recredited, and Mr D wasn't responsible for the transactions.

In August, Vanquis wrote to Mr D saying that it now had a copy of the sales receipt, which showed the transactions had been correctly authorised, so the £462 would be charged to Mr D's account. Mr D complained.

Vanquis didn't agree with Mr D's complaint. It said it had tried to charge back the transactions to the retailer, but the retailer had refused and had provided evidence to support the transactions. Mr D wasn't satisfied and complained to this service.

The adjudicator didn't agree that Vanquis should refund Mr D with £462, because the trainers hadn't been returned to the supplier. She noted that Mr D had said he'd given away two pairs of the trainers.

But she did consider that Vanquis should have provided better customer service for Mr D. She said in early July the bank had told Mr D it had completed its investigations and had credited his account with £462. She believed Vanquis should have made it clearer that his account could be re-debited if the supplier provided information which showed the transactions had been authorised. So she thought Vanquis for which the bank should pay him £100 compensation. Vanquis accepted the adjudicator's view and agreed to pay Mr D £100.

Mr D wasn't satisfied with this, because he said Vanquis had told him on a recorded call that he wouldn't be liable for the trainers. He said he still had three pairs of trainers but had given two away because he had been told he wasn't liable. He said he wasn't willing to spend his time and money going back to a shop with the trainers when it wasn't his fault in the first

place and he hadn't ordered them. In a further phone conversation with the adjudicator, he said it wasn't his fault that he had given two of the pairs away.

my findings

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

Looking first at Vanquis' customer service, I agree that Vanquis' responses to Mr D varied, and weren't always accurate. Examples include the first advisor telling Mr D that he wasn't liable before it had investigated, and the second adviser saying that the transactions, which were actually online, were Chip and PIN verified.

I also consider that Vanquis' letter of 8 July wasn't very clear. It said that the investigation had been "*completed*" and that the £462 had been recredited. The letter did say that if Vanquis "*received any further information, we will contact you again, at which time it may be necessary to continue with the investigation.*" So I think Mr D should have been careful, but it would have been helpful if the letter hadn't said the investigation was completed, and if it had set out more clearly that the money might be debited again.

In view of the Vanquis advisors' mistakes, I agree with the adjudicator that Vanquis should give Mr D £100 compensation for inaccurate information. Vanquis has agreed to this.

But I don't agree with Mr D that Vanquis should refund Mr D for the trainers. Mr D says he didn't order the trainers, but they were delivered to the address on his Vanquis credit card account, and he did acknowledge receiving them. I also note that there are several discrepancies in the various accounts of events which Mr D gave the bank.

Mr D thinks he's entitled to keep the three pairs of trainers, and give the other two away, on the grounds that Vanquis said he wasn't liable when Mr D told it he'd been a victim of fraud. I don't agree. I think Mr D should have realised that he couldn't just keep (or give away) goods to the value of nearly £500, which he didn't consider he should pay for. I find it would have been fair and reasonable, if he really hadn't ordered the goods, for Mr D to try to return all five pairs to the retailer, promptly and in new condition. He didn't try to do so, even after the bank had sent him the retailer's evidence to support the validity of the transactions. I don't think this was fair and reasonable, so I don't uphold this complaint, and I don't require Vanquis to credit Mr D's account with £462.

my final decision

My final decision is that I do not uphold this complaint. I leave it up to Mr D to decide whether or not to accept Vanquis' offer of £100 compensation for the inconvenience caused by the inaccurate information given by its advisors.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 March 2016.

Belinda Knight
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