

complaint

Mr E complains that Vanquis Bank Limited rejected his claim under S75 Consumer Credit Act 1974 regarding an online visa service.

background

Mr E registered with a retailer providing an online visa service on 3 May 2014. Two days later, during a phone conversation with the retailer, he authorised a payment with his Vanquis credit card. However, he asked that the full amount should not be taken immediately because he didn't have sufficient credit for the full payment. Initially a sum of £83.77 was taken on 6 May 2014 and the balance of £625.39 on 15 May 2014.

Mr E was suspicious about the visa service so he contacted Vanquis and asked that it stop the second payment. Vanquis was unable to do so as the payment had been authorised. Mr E asked Vanquis to raise a chargeback request, but this was successfully challenged by the retailer. Mr E made a claim under S 75, but this was rejected by the bank as it did not consider there was either a breach of contract or misrepresentation.

Mr E brought his complaint to this service and it was reviewed by an adjudicator who did not recommend that it be upheld. He considered the invoice and the details the retailer displayed on its website and concluded that Mr E had received the service he had signed up to. He noted that Mr E had also agreed to the retailer's terms and conditions and while the adjudicator understood that Mr E did not believe he had received good value for money there were no grounds for a successful claim under S 75. Mr E did not agree and said the retailer was not genuine and there were many complaints about it on the internet.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have a great deal of sympathy with Mr E, but I find myself in agreement with the adjudicator. I gather that Mr E thought he was dealing with a government website and not a private business. However, I have looked at the retailer's website which I have presumed is broadly the same as when Mr E accessed it. This makes it clear the retailer is not connected to the government. It says:

"The service rendered hereafter is provided by the [the visa service] which is a private and a non-governmental entity. The service will provide a personal profile assessment to check your eligibility for the following types of [country X] immigration visas: federal skilled worker, provincial nominee visa, sponsored category and caregiver visa...."

What am I paying for?

You are paying for a thorough and complete assessment made by our legal team of qualified [country X] Immigration consultants, who personally assess each and every application – the evaluation is not generated by a computer system. Our legal team has years of experience dealing with [country X] immigration law."

This is what Mr E paid for and it is what the retailer has provided. The adjudicator was able to check that the retailer had provided the visa assessment via the website. Mr E may

consider he could have obtained the service elsewhere for much less than he paid, or possibly for free, but I cannot conclude that the retailer has been guilty of breach of contract or misrepresentation.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr E to accept or reject my decision before 30 July 2015.

Ivor Graham
ombudsman