

## **complaint**

Ms H complains that Vanquis Bank Limited ("VBL") declined her claim about a faulty car under s75 Consumer Credit Act.

## **background**

Ms H says she acquired a car using her credit card with VBL. She says the supplying dealership misrepresented the mileage. And she says the car broke down twice with serious issues, indicating it isn't of satisfactory quality. But she says VBL wrongly declined her claim for a refund under s75 Consumer Credit Act ("s75").

VBL says Ms H told it she wasn't provided with a contract or terms and conditions by the supplying dealership. And it says without evidence to show the agreement she made it was unable to demonstrate there's been a breach of contract.

VBL also says Ms H was unable to provide evidence to show the advert for the car or the warranty period that was agreed. It says this meant it was unable to determine whether there'd been any form of misrepresentation.

So, VBL says, based on the information Ms H gave it, its s75 team was unable to find the supplier of the car to be liable for a breach of contract and/or any form of misrepresentation. And it says this means it was correct to decline her claim.

Our investigator thought Ms H's complaint shouldn't be upheld.

Ms H disagreed with the investigator's conclusions. She said the screenshots of the text messages between her and the supplying dealership show it admitted the car was faulty and was going to fix it. And she said unfortunately she doesn't have everything in black and white and that's why she's been waiting for her refund.

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 Ms H's complaint and I'll explain why.

VBL provided the finance Ms H used to buy her car. So, this means she has an equal right to seek redress from it for any breach of contract or misrepresentation as she has from the supplying dealership.

I need to decide whether VBL handled Ms H's s75 claim fairly and reasonably.

I see VBL asked Ms H to give it various documents to enable it to consider her claim, including her contract to buy the car, any applicable terms and conditions, the advert for the car and the complaint letter she told it she'd sent to the supplying dealership. VBL's told us it asked for this information to establish whether the supplying dealership had breached the terms of its contract with her or if it had given her any incorrect information that led her to buy the car.

I understand Ms H didn't give VBL any of the requested information, other than a copy of a typed letter with a hand written date on it, but nothing to confirm the letter had been sent to the supplying dealership. I also understand she didn't give it any information confirming what car she'd bought, that the contract was in her name, or the issues she'd experienced with it.

In these circumstances I'm satisfied VBL's conclusion that it didn't have sufficient information to establish that there'd been a breach of contract or misrepresentation by the supplying dealership was entirely fair and reasonable.

I acknowledge Ms H has produced some additional information during the course of our investigation, including screenshots of text messages about the car between her and the supplying dealership. But even if this information had been available when VBL was considering this matter I'm satisfied it wouldn't have been sufficient to make it reasonable for me to expect it to have upheld Ms H's s75 claim.

So, for these reasons, I can't fairly and reasonably uphold her complaint.

### **my final decision**

I don't uphold Ms H's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 17 August 2019.

Robert Collinson  
**ombudsman**