

complaint

Mr G complains that Vanquis Bank Limited rejected his claims under Section 75 Consumer Credit Act and it was unhelpful in dealing with duplicate payments.

background

Mr G went on a cruise with a company I'll call R and used his Vanquis credit card to register his booking. During the cruise he used cash to pay for incidentals, but R put through a number of these on to his credit card. Most were held in pending and only one was claimed by R. It subsequently repaid this. He spoke with Vanquis and says he was told his card should have been blocked.

He also stayed in a hotel and says that there were problems with the room and the hotel had duty of care to protect guests during demonstrations which took place outside. He had booked this through an online web site, which I will call B, and it offered him a goodwill gesture of €25 which it later withdrew.

He then made a Section 75 claim to Vanquis which it also rejected. It said he hadn't provided any evidence of the leaking shower and the hotel said it had verified that everything was working properly during his stay. It added that the hotel could not be held responsible for events outside. Nor did it think there had been a breach of contract regarding the blinds or poor soundproofing.

He also says that Vanquis provided poor customer care and should have used email. He also complained that it addressed both his main complaints in one response.

He made several complaints to Vanquis. It didn't uphold these, but accepted he had made a number of calls to chase things up and offered him £35 as gesture of goodwill. Mr G brought his complaints to this service where it was considered by one of our adjudicators who didn't recommend they be upheld.

my findings

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

This complaint has been submitted as a claim under section 75 of the Consumer Credit Act 1974. Section 75 offers protection to customers who use certain types of credit to make purchases of goods or services. Under Section 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part.

Mr G authorised R to use his credit card and it put a number of transactions through with a pending status. This is not unusual, for example a car hire company will often put through a pending amount until the car has been returned without damage. It doesn't mean that the merchant has claimed the money. In Mr G's case he paid for services using cash and so R removed the pending sums, save for one which it later refunded.

Why R made that claim or why it put through any transactions I cannot say, but Mr G's complaint is against Vanquis. I cannot hold it responsible for the actions of R in this matter.

While I can understand his concern at the time and his fear that R would take money to which it was not entitled the matter was resolved and in the end he wasn't out of pocket. I have noted that he feels he has had to chase the bank and it has accepted that element of his complaint and paid him what I consider to be reasonable compensation.

As for the blocking of Mr G's account having listened to the phone call I believe there was some confusion as to Mr G's concerns. I believe he was told a block should have been put on when it was thought that his card may have been the subject of fraud. In reality there wasn't any fraud and a block wasn't necessary. Vanquis has explained that a block of pending transactions wouldn't have been effective.

As regards Mr G's claim under Section 75 regarding the hotel the bank didn't consider he had provided sufficient evidence. In turn Mr G believed the bank had taken the side of the merchant. His claim covers three aspects, a defective shower tray, lack of sound and light proofing and disturbances outside due to protests. The hotel, which is situated in a fairly busy city centre said there were no problems with the room and disputed Mr G's claims.

It is reasonable for the bank to expect evidence in support of a Section 75 claim and it didn't consider it had sufficient to accept the claim. I too have seen nothing that would allow me to conclude otherwise. Mr G has provided videos, but neither of these cover the shower and I cannot say that they allow me to agree the room allowed in more light and noise than was reasonable. There is nothing in the hotel's web site that would suggest it offered noise or light proofing.

As for the demonstrations outside the hotel cannot be held responsible for these and I don't consider its alleged failure to provide support and help means that it has resulted in either misrepresentation or a breach of contract.

Finally, I don't think the handling of the complaint was unreasonable and I can see no issue with a single response in this case. I appreciate Mr G will be disappointed with my decision, but while I appreciate his strength of feeling I don't believe I can uphold his complaint.

my final decision

My final decision is that I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 17 August 2018.

Ivor Graham
ombudsman