

## **complaint**

Mr J complains that Vanquis Bank Limited will not refund to him the money that he paid for some goods that he says were not delivered to him. His complaint is made against Vanquis Bank under section 75 of the Consumer Credit Act 1974.

## **background**

Mr J ordered some goods which were to be delivered to him by the supplier. He did not receive the goods but the supplier says that they were delivered and signed for. He complained to the supplier and then to Vanquis Bank but was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that Vanquis Bank had made a chargeback claim to the supplier but it had been successfully defended because the supplier said that it had delivered the goods and they had been signed for. She was unable to safely conclude that there had been a breach of contract by the supplier so did not consider that Vanquis Bank should be liable to make a refund to Mr J under section 75.

Mr J says that he does not know if the supplier delivered the goods to someone else or who signed for them. He says that he feels ripped off because he did not receive the delivery and that he has not received the goods that he has paid for.

## **my findings**

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

Vanquis Bank attempted a chargeback to recover Mr J's money from the supplier but the chargeback was successfully defended by the supplier on the basis that the delivery had been signed for. It provided a copy of the delivery signature and its delivery notes to support its defence of the chargeback.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there has been a breach of contract or misrepresentation by the supplier. In order to be able to uphold Mr J's complaint against Vanquis Bank under section 75, I must therefore be satisfied that there has been a breach of contract by the supplier.

The supplier has provided evidence to show that it delivered the goods to the address provided by Mr J. Its delivery notes show that the delivery was correctly made and the delivery has been signed for by someone using Mr J's first name, which was not shown on the delivery instructions. The supplier has also referred to its terms and conditions which say that risk of loss and damage of products passes to the customer on the date when the products are delivered or on the date of the first attempted delivery.

For these reasons, I am not persuaded that there is enough evidence to show that there has been a breach of contract by the supplier and, as such, I do not consider that Mr J's claim against Vanquis Bank under section 75 should succeed. I therefore do not consider that it would be fair or reasonable for me to require Vanquis Bank to refund the cost of the goods to Mr J.

**my final decision**

My decision is that I do not uphold Mr J's complaint.

Jarrold Hastings  
**ombudsman**