

complaint

Mrs H complains that Vanquis Bank Limited was wrong to reject her chargeback request.

background

In July 2017 Mrs H contacted Vanquis and said she wanted to dispute two transactions on her credit card account. Mrs H had made payments of £288.04 on 11 May 2017 and £1134.16 on 3 July 2017 to a retailer in respect of the supply of a new carpet.

Mrs H told Vanquis she was disputing the transaction because the carpet she received was different from the sample she had been provided with.

Vanquis assessed Mrs H's claim but decided that it couldn't proceed with the dispute. It said that Mrs H hadn't provided evidence that the carpet she received was different from the sample. Vanquis also said that Mrs H had accepted the carpet at delivery and had allowed it to be laid. Vanquis concluded that it couldn't raise a chargeback with the merchant because there was a lack of information to support Mrs H's claim.

Mrs H wasn't happy with the response so she complained to this service.

Our investigator didn't uphold the complaint. She thought that Vanquis's decision not to pursue the chargeback was reasonable based on the evidence available. The investigator also said she didn't think there was enough evidence to support a Section 75 claim.

Mrs H didn't agree. She said it wasn't acceptable to give a worn sample to a customer in order to make a decision about whether to purchase a carpet. She said she'd provided evidence to Vanquis that the carpet she received wasn't the same as the sample. She also said that Vanquis had told her not to obtain an independent report.

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 know it will disappoint Mrs H but I think Vanquis was right to reject her chargeback request. I'll explain why.

When something goes wrong and the payment is made in part or in full with a credit card, it might be possible to recover the money paid through a chargeback.

A chargeback is the process by which payment disputes are resolved between card issuers and merchants.

What this means here is that Vanquis can, in some circumstances, ask for a transaction to be reversed if there's a problem with the goods or services supplied by the merchant. But there have to be grounds to proceed with a chargeback.

I've looked at the available evidence to see whether it supports what Mrs H has said about the carpet being different to the sample. Mrs H has provided a photograph showing the carpet supplied and the sample. The colour is the same but it looks as if the carpet has a longer pile.

The merchant has inspected the carpet supplied and the sample. It says the carpet is the same.

Mrs H has said that with a period of use, some parts of the carpet have begun to look more like the sample.

On balance, I think it's likely that the carpet and the sample are the same. The sample appears to have shorter pile as a result of wear and tear, which is what has now started to happen to the carpet.

I've noted Mrs H's concerns about being told not to obtain an independent report. I wasn't party to the conversation between Mrs H and Vanquis so I can't be certain of what was discussed. Ultimately, it's up to Mrs H to provide evidence that there's something wrong with the carpet. I haven't seen anything to suggest that she was prevented from obtaining an independent report.

Based on the available evidence, I haven't seen enough to persuade me that there is something wrong with the carpet. So I don't think Vanquis acted unfairly in telling Mrs H that it couldn't proceed with the chargeback due to a lack of information.

I've also considered whether Mrs H might be able to pursue a claim under section 75. Under section 75 a consumer has a like claim against a credit provider as against the supplier of goods if there's been a breach of contract or a misrepresentation.

In order to succeed under section 75, Mrs H would need to show that the carpet she received wasn't what she ordered (a breach of contract) or that it wasn't the same as the sample she was given (misrepresentation).

Having considered the available evidence, I don't think there's sufficient information to show a breach of contract. Mrs H has been supplied with the carpet she ordered. Nor do I think there's been a misrepresentation, because the sample shows what the carpet would look like after a degree of use. On her own evidence, this is what Mrs H's carpet is beginning to look like now.

Taking all of the evidence into account, and for the reasons I've given, I don't think that Vanquis has acted unfairly in not progressing a chargeback dispute or a section 75 claim. So I won't be asking it to do anything further.

my final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 4 December 2019.

Emma Davy

ombudsman