

complaint

Mr S has complained about the quality of a kitchen he bought, which was partly financed (£2,507.44) using his Vanquis Bank Limited credit card.

background

Mr S bought a kitchen from a third party supplier. However, he has explained that after it was installed, it became clear there were a number of problems with it, specifically relating to the oven housing.

Initially there was a successful chargeback, but this was later disputed and was reversed. Because of this, Mr S's account went over his credit limit. It also appears that this led to a default and Mr S's account being blocked.

Mr S has also explained that he received poor customer service from Vanquis.

Our adjudicator recommended that the complaint should be upheld, as he was satisfied that there were significant problems with the kitchen. He also felt that Vanquis' customer service fell below the standard that Mr S should have received.

As Vanquis disagreed, the complaint has been passed to me for my final decision.

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 am satisfied that there were significant problems with the kitchen – specifically, the oven housing, the base unit measurements and the direction in which the units opened. I reached this conclusion by looking at the receipt, the product description and some limited confirmation from the supplier.

Unfortunately, it seems the problematic units cannot be replaced. This means I feel it fair for the cost of the kitchen to be refunded, as it is not what Mr S ordered and the problems are significant. I note that Mr S does not have to return the kitchen, as having it pulled out would likely lead to further problems, expense and inconvenience.

I can also see that the chargeback was reversed. I do not feel this was fair, given the faults with the kitchen. This led to Mr S defaulting on his account. Accordingly, his account must be reworked as if the chargeback had not been reversed. Further, any default which may have been recorded against Mr S's credit file must be removed.

Vanquis credited Mr S's account with a £177.45 payment. It is unclear what this was for, so I cannot conclude it was directly connected to any of the issues with the kitchen or the chargeback. It has been described as a 'miscellaneous refund'. For this reason, it should not be considered as forming part of the award I am making to Mr S.

Mr S has also explained that he received poor customer service from Vanquis. I am satisfied that he did, in two respects. First, it does not appear to have responded to Mr S's two complaints. Second, although I accept that it attempted unsuccessfully to contact Mr S about putting a block on his account, it should have written to him to set out that it had done so.

Accordingly, I agree that this caused Mr S distress and inconvenience, for which £200 compensation is appropriate.

my final decision

For the reasons given above, it is my final decision to uphold this complaint. I require Vanquis Bank Limited to:

- a) refund the full cost of his kitchen, adding 8% simple interest per annum, from the date of the payment to the date of settlement;
- b) rework Mr S's credit card account as if the transaction of £2,507.44 had not been made (eg removing any interest or fees in respect of this sum);
- c) rework Mr S's credit card account as if the chargeback had not been reversed, adding 8% simple interest per annum, from the date of the reversal to the date of settlement;
- d) ensure no adverse information is recorded on Mr S's credit file as a result of him going over his credit limit (because of the chargeback being reversed); and
- e) pay him £200 compensation.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 10 July 2015.

Elspeth Wood
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