

The complaint

Miss N complains about the interest rate Vanquis Bank Limited has charged her.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on setting out the reasons for my decision.

What I've decided – and why

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

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Miss N's credit card was opened in 2005 and the original loan agreement along with a call recording of her application are no longer available. But businesses aren't required to keep information indefinitely and Vanquis has sent in systems information to show the interest rate hasn't changed since 2009.
- Vanquis' terms and conditions allow it to change the interest rate by giving advance warning. I'm satisfied the statements Vanquis sent Miss N clearly explained that the interest rates would increase from July 2009.
- Vanquis accepts that it incorrectly told Miss N that the interest rate for her credit card had never increased when it first responded to her complaint. When Vanquis issued a new final response to Miss N on 25 January 2019 it apologised for giving her the wrong information and sent a cheque for £200. I'm satisfied that £200 fairly reflects the impact of the incorrect information Vanquis gave Miss N when it first responded to her complaint.
- I haven't seen anything to show Vanquis has overcharged Miss N or that the interest rate it has used was wrong.

My final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 28 May 2020.

Marco Manente
Ombudsman