

## **The complaint**

Mr S makes a number of complaints about Vanquis Bank Limited (Vanquis) in relation to a credit card account he had with them.

## **What happened**

Mr S initially made a complaint to Vanquis to say that it had irresponsibly lent to him.

Vanquis responded to Mr S's complaint and upheld it – providing him with a refund of interest and charges applied to the account – alongside 8% simple interest per annum on any overpayments. Vanquis applied the refund to Mr S's outstanding credit card debt and then paid the remaining amount into Mr S's bank account. Mr S was told the redress would be in his account by 5pm on 8 December 2021, however this wasn't received in time.

Mr S wasn't happy that Vanquis applied the majority of the redress to his credit card debt. He also complained that it took too long for the redress to be paid – for which Vanquis paid Mr S an additional £50 to compensate him for the delay.

Our Investigator looked into things for Mr S but they didn't uphold his complaint. They didn't think it was unfair of Vanquis to apply the refund to the outstanding credit card debt, and they found that the £50 compensation for the delay in paying the redress to him was a fair amount.

Mr S responded to our Investigator – it doesn't appear that he disagreed with the Investigator's findings on this point, but he said that he didn't think the amount Vanquis had agreed to refund him was correct and that he had paid more in interest and charges.

Our Investigator got in touch with Vanquis about this. Vanquis showed the Investigator the calculations it used to issue the refund, and they also provided an updated calculation which showed that Mr S was owed an additional £322.53, which Vanquis said it would round up to £350 and pay to Mr S.

Mr S said he wanted more than this. The Investigator asked Mr S for his own calculations and an explanation as to why he thought Vanquis's calculations were wrong. However, Mr S responded to accept the £350, and provided his bank details for the payment and didn't provide any more context as to why he thought the redress had been calculated incorrectly.

Mr S still asked for a decision on the matter. So, the complaint has been passed to me.

## **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 considered everything on file, I won't be upholding this complaint.

It isn't clear from Mr S's submissions exactly which part of his complaint he still disagrees with. But for completeness, I will cover his main concerns off below.

Where there's an outstanding debt owed on an account, a firm, like Vanquis can use redress to repay the outstanding balance, which is what has happened in Mr S's case. In the circumstances of this complaint, I don't find Vanquis's actions here to be unfair or unreasonable.

I appreciate there was some delay in Vanquis paying the redress to Mr S, but I think Vanquis has fairly compensated Mr S for this.

In relation to the redress calculations, I note from Mr S's email he sent to this service that he accepted the further offer of redress from Vanquis. So, I don't think he is still disputing the amount it has refunded him. But even if he is, I have seen a copy of Vanquis's updated redress calculations, and I haven't seen anything in the calculations that would lead me to believe that they aren't correct. Mr S hasn't provided any information as to why he believes these to still be incorrect. So, without any compelling evidence from Mr S to refute Vanquis's calculations, I don't find that the redress Vanquis has paid to Mr S is unfair or unreasonable.

### **My final decision**

For the reasons set out above, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 December 2022.

Sophie Wilkinson  
**Ombudsman**