

## **The complaint**

Mr V complains that Vanquis Bank Limited (Vanquis) hasn't refunded money owing to him when he settled his account. He would like the overpayment refunded and compensation for the distress and inconvenience.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving 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 have reached the following conclusions: -

- It's unfortunate that Vanquis hasn't provided any information for us to consider in relation to this complaint. Given it has had the opportunity to do so I think it's only fair to Mr V that I go ahead and consider his complaint based on the information I have.
- Mr V has evidenced he took out a fixed sum loan agreement for £4500 repayable over 36 months with Vanquis in October 2022. He says he paid the loan off early, and in full, in December 2023. He has evidenced a lump sum payment to Vanquis of £4376.
- Mr V says he overpaid the loan as he didn't consider a direct debit taken in December or any refund of interest. Whilst I have no reason to dispute what Mr. V has told us I have no loan or bank statements to support what he paid, and when, during the time he had the loan other than the lump sum referred to above.
- I understand that Vanquis made a payment for £186 back to Mr V which he thinks is a refund of the December direct debit payment. However, monthly payments on his loan agreement are £182.35 so these figures don't quite match. So, I can't be sure what the refund Vanquis made was for.
- Mr V has calculated that Vanquis owe him a total of £2581 to cover his overpayment and interest refund. I believe he included 8% interest in this sum.
- I can't reasonably ask Vanquis to refund the sum Mr V has worked out. It seems likely looking at the original loan taken out, and the lump sum paid back, that some refund is due. However, with no information to support what exactly Mr V paid during the time he had the loan or of any refunds Vanquis has made it wouldn't be reasonable for me to ask Vanquis to pay Mr V the sum he is requesting. I have no way of knowing the amount of any refund due
- Vanquis needs to provide Mr V with a statement of his account to show what he has paid. If Mr V overpaid his account, and any overpayment has not yet been refunded, Vanquis should make the appropriate payment refund with 8% simple interest from

the date Mr V made his final payment to the date of settlement.

- If a refund is due, then I think Vanquis should pay some compensation for the distress and inconvenience caused. Without knowing the full facts of this case it's difficult to know what level of compensation would be appropriate but a payment of £100 seems reasonable to me.

### **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement Vanquis Bank Limited should: -

- provide Mr V with a statement of his account to show what he has paid. If Mr V overpaid his account and the overpayment has not yet been refunded Vanquis should make the appropriate payment refund with 8% simple interest from the date Mr V made his final payment to the date of settlement
- in the event a refund is made due to an overpayment on the account Vanquis should pay Mr V £100 for the distress and inconvenience caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 6 November 2024.

Bridget Makins  
**Ombudsman**