

complaint

Mr E complains that Vanquis Bank Limited didn't refund £45 owing to him as a result of credit card transaction. He wants the money refunded. And compensation for the inconvenience and the cost of phone calls.

our initial conclusions

Our adjudicator upheld the complaint. She found that although Vanquis has now refunded the £45 it could've been more helpful. She recommended the bank pay £100 for the cost of phone calls and inconvenience. Vanquis didn't accept this. It says if Mr E had given the information it suggested in its final response letter the money would've been refunded sooner.

my final decision

To decide what is fair and reasonable in this complaint, I've considered everything that Mr E and Vanquis have provided.

I can understand Mr E's frustration. He's shown evidence he bought various items. And he then asked for a refund for one of them. I've seen the emails between Mr E and the retailer which confirm a £45 refund was agreed. And the retailer says this was credited back to the credit card account Mr E used to buy the items.

I think if Mr E had given the bank the information he gave us, the bank may have refunded the money at that point. But I've seen Vanquis' customer notes which show Mr E made lots of phone calls over two months. Mr E was constantly referred back to the retailer, told Vanquis couldn't do anything or referred to Trading Standards. I think Vanquis could've made more effort to help Mr E when he first contacted the bank to sort out his refund. So I agree with the adjudicator that Mr E should fairly receive £100 for his inconvenience and costs.

My final decision is that I uphold this complaint. In full and final settlement Vanquis Bank Limited should pay Mr E £100 for the costs and inconvenience to him.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr E either to accept or reject my decision before 17 August 2015.

Bridget Makins

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.