

complaint

Mr F complains that Vanquis Bank Limited (Vanquis) has continued sending him statements about his credit card saying he has available credit even though he has asked for the account to be closed.

our initial conclusions

Our adjudicator recommended that this complaint be upheld. She recommended an award of £100 for Mr F's distress and inconvenience as she considered Vanquis' actions had a considerable impact on him given his history of gambling. Vanquis disagreed with our adjudicator saying it has not had an opportunity to deal with Mr F's complaint about a statement sent in July 2013 and that it had, in any event, done nothing wrong.

my final decision

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

I am satisfied that Mr F asked Vanquis to close his account in February 2012 and he made it clear he did not want Vanquis to offer him any further credit. He did not pay off the balance on the account until April 2012. Vanquis has explained to us that this meant it had to send Mr F an annual statement in February 2013 as his account was open at the beginning of the period that statement covered. I accept Vanquis' explanation, but am satisfied it did not give Mr F a similar explanation at the time. This lack of explanation meant the statement caused Mr F unnecessary distress.

I do not agree with Vanquis that we cannot look into the second statement it sent in July 2013. Vanquis says this was as a result of an error. This appears to be the case, but this error caused Mr F further unnecessary distress given his history of gambling.

As I am satisfied Vanquis has made a number of errors, and that these had a considerable impact on Mr F, I consider an award of £200 to be more appropriate. Vanquis says the account is closed.

My final decision is that I am requiring Vanquis Bank Limited to pay Mr F £200 in compensation for the distress and inconvenience it has caused.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F either to accept or reject my decision before 10 January 2014.

Nicolas Atkinson
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

I am satisfied that Mr F would not be able to use the credit card account to which this complaint relates even if he tried to. He no longer has a valid card, nor would a new one be issued.

The evidence I have seen suggests that the latest statement Mr F has received was sent in error. The previous statement was sent out intentionally, but Vanquis should have explained its significance. I am, therefore, satisfied that the account has been closed. I have based my decision on this.

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.