

complaint

Mr B complains that Vanquis Bank Limited took a payment from his account without his authority.

our initial conclusions

Mr B made three payments to Vanquis as agreed under a repayment plan. But although he arranged to stop the payment, Vanquis took another instalment. It was three days after he contacted Vanquis before the money was refunded to him. Mr B says this caused him significant distress in the meantime, and he was unable to feed his child properly. Vanquis has apologised to Mr B and has paid him £49 compensation. Our adjudicator considered this to be reasonable.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and the business have provided.

It isn't in dispute that Vanquis was at fault in not cancelling Mr B's payment instruction. But I'm not convinced that he experienced significant trouble or upset as a result.

Mr B's bank statements show that there was money in his account during the days between the payment being taken and refunded. I acknowledge that Mr B says that money was earmarked to pay direct debits. And it's true that a direct debit left the account between the money being taken and refunded. But there was still plenty of money in the account. Vanquis told Mr B that the money would be refunded to his account within three days of his raising the issue. And the next direct debit wasn't due to leave the account until a week after the money was refunded. By that time, more than enough to cover the direct debit was paid into the account.

It follows that I don't consider that I can reasonably require Vanquis to pay Mr B further compensation.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 30 July 2015.

Juliet Collins

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.