

complaint

Miss D complains that Vanquis Bank Limited told her she could make a credit card repayment of a fixed amount each month. She says it sent her text messages with conflicting and misleading information about how much she needed to repay. And she says it didn't keep its promise to refund a card repayment which it took by a direct debit.

our initial conclusions

Our adjudicator didn't recommend that the complaint should be upheld. She thought, in summary, that Vanquis had made it clear to Miss D that the minimum repayment would vary. She acknowledged that the text messages from Vanquis weren't user-friendly, but explained that it was entitled to take the minimum repayment by direct debit regardless of what it told her she needed to pay in the texts. And she explained that the amount Miss D said Vanquis agreed to refund to her was the minimum payment due. So it was entitled to keep the payment even if it had told her in error that it would refund it.

my final decision

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

I've listened to the recording of the phone call in which Miss D discussed setting up the direct debit with Vanquis. I'm satisfied it told her it wouldn't be able to offer her the fixed minimum payment that she'd requested. And it explained how it would calculate the minimum payment.

The regular texts Vanquis sent Miss D showed the minimum payment due. Miss D paid this by direct debit. If she'd made a manual payment before the text arrived, the payment due would be correspondingly reduced. But Miss D's credit card statements stated clearly that the minimum payment would always be taken by direct debit, even if she chose to make additional payments. The only exception was if she'd paid the balance in full. So I'd have expected her to realise that the minimum payment would be taken by direct debit in any event.

Finally, I think that if Vanquis agreed to refund the payment Miss D refers to, it did so without realising the payment was the minimum payment due on her credit card. That being the case, I can't fairly require Vanquis to refund it. **My decision is that I do not uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Miss D either to accept or reject my decision before 23 February 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.