

complaint

Miss D complains that Vanquis Bank Limited gave her the wrong information about her credit card balance and as a result she exceeded her credit limit.

background

Miss D phoned Vanquis after her credit card had been declined by a retailer. She was informed by Vanquis that she was close to her credit limit and was advised how much she needed to pay to avoid exceeding it. She said she would pay slightly more. She didn't have a debit card available to pay during the call, but made the payment eleven days later. By the time payment was received she had exceeded her limit and incurred a fee. When Miss D complained Vanquis refunded the fee.

The account remained in excess of the credit limit for several months before payments were made to bring it under the limit. Miss D says she made more calls to Vanquis to query her balance and was given misleading information. Vanquis does not have a record of those calls. Shortly before this Vanquis had offered Miss D an increase in her credit limit, but this was deferred until several months later. She says she would have used the increase to fund a holiday. Also Miss D is concerned that her credit rating has been affected as a result of the issue, but Vanquis says it has not made any negative reports on her credit file.

The adjudicator did not recommend that this complaint be upheld. He concluded that if Miss D had made the payment at the time of her initial call or shortly thereafter she would not have exceeded her limit. While he does not doubt that Miss D made more calls to Vanquis there are no records of those calls and he could not conclude that Vanquis had made any error. Miss D did not agree and said that she had been given wrong information by Vanquis on three occasions.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where necessary and / or appropriate, I reach my decision on a balance of probabilities – that is, what I consider is most likely to have happened in the light of the available evidence and the surrounding circumstances. Miss D was close to her credit limit and called Vanquis to ask how much she needed to pay to keep her within the limit. I accept Vanquis gave her the correct amount she needed to pay at the time of the call, but she delayed taking action, which resulted in her incurring additional fees. Vanquis has refunded those fees.

She says that as a result of her exceeding her existing limit Vanquis deferred increasing that limit as it had offered to do earlier. She was intending to use that increase to go on holiday, but she could not go due to Vanquis' actions. However, her account was in arrears for several months and I accept that it was fair and reasonable for Vanquis to defer increasing her limit.

Miss D says she made additional calls, using a friend's phone and so has no record of them. While I do not doubt she did make calls, Vanquis also has no record of them. I cannot comment on the content of those calls without any record of what was said, nor can I infer from any other evidence that Vanquis made any errors.

Miss D is concerned that Vanquis has placed adverse notices on her credit file, but it says that it has not. In the absence of anything that demonstrates that it has I can only assume that it has not.

In conclusion, Miss D operated her credit card close to the limit, risking exceeding it, and regrettably she did exceed it for several months. I do not consider that Vanquis has made any mistakes in the handling of this account.

my final decision

My final decision is that I do not uphold this complaint.

Ivor Graham
ombudsman