

complaint

Miss A complains that she has paid more than the amount owing on her Vanquis Bank Limited credit card. She is represented in her complaint by a third party.

our initial conclusions

The adjudicator did not recommend the complaint should be upheld. She was satisfied that Miss A had accepted the terms of a repayment option plan when she took out the card, and considered it reasonable for her to have been aware of the charge from her monthly statements. She did not consider Vanquis had agreed to provide copy account statements. On behalf of Miss A, her representative responded to say that Vanquis had not provided a copy of the card's terms and conditions, or copy statements which would demonstrate she had paid more than she owed.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss A, her representative on her behalf, and Vanquis have said and provided.

Having done so, on balance I am satisfied that the repayment option plan was accepted by Miss A when she took out the card. I am also satisfied that the charge for the plan (which is a small percentage of the monthly outstanding balance) has been applied in line with its terms and conditions. As a gesture of goodwill, however, Vanquis has written off the account balance which I understand was made up of charges relating to the repayment option plan. I consider this fair.

Miss A considers she has paid roughly £1,200 to clear under £600 she owed when the account was passed to the bank's recovery agent. From the available evidence, however, I am unable safely to conclude that this is the case. On balance, I am satisfied that Miss A's payments cleared what she owed, but I am unable to find that any overpayment was made.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Miss A either to accept or reject my decision before 9 July 2013.

Caroline Stirling

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

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 must 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 and returns the signed acceptance card to us 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.