

## **complaint**

Ms C complains that the outstanding balance on a credit card account she holds with Vanquis Bank Limited is incorrectly calculated.

## **background**

Primarily, Ms C says the balance is incorrect because she made a payment, from a current account with another bank, by agreement with someone she believed was from Vanquis. She says she was told that if she made a payment of £150, she would not have to make further payments to the credit card account.

However, Vanquis says the payment was not received by it and the account balance has further increased as a result of late payment and over limit charges being applied. Ms C did not make further payments to the account and it was ultimately placed on hold due to it being in arrears.

Our adjudicator noted that Ms C had not made the minimum payment required on the account in either August 2012 or September 2012. And the payment of £150 was made when an amount of £161.79 was due, in October 2012. He was therefore unsure why Ms C would have believed this payment would clear the balance on the account, the outstanding balance being £1,052.16.

In any event, the adjudicator concluded that the £150 payment was not made to Vanquis, as it showed as something seemingly unrelated on the statement. And Vanquis had confirmed that any payments made to it would have shown as 'Vanquis'. As the payment was not received by Vanquis, this meant the credit card account continued to accumulate charges which it seemed to the adjudicator were applied correctly and in line with the terms and conditions of the account. The adjudicator did not consider Vanquis had acted incorrectly in respect of the account.

Ms C has asked that her complaint be reviewed by an ombudsman.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have read carefully all that Ms C has submitted and looked at the annotated statements that she has provided. But I do not consider I can come to a reasonable conclusion that the balance on the credit card account is incorrect, based on Ms C's assertion that she paid £150 to Vanquis and that it was not entitled to add the interest and charges that it did to the account.

I do not doubt what Ms C says in that she believes the payment was made to Vanquis. But Vanquis' evidence is that the payment was not made to it. And the only documentary evidence provided by Ms C that she made the payment is the statement from her current account with another bank and the wording in respect of that payment has no relevance to a payment being made to Vanquis.

Where evidence is incomplete, inconclusive, or contradictory, I have to reach a decision on the balance of probabilities; that is, what I consider is most likely to have happened, given the evidence that is available and the wider surrounding circumstances.

On balance, I do not consider I can safely conclude that Ms C did make the payment of £150 to Vanquis. And given the sequence of required minimum payments – and actual payments – that took place in respect of the credit card account over the months of August to October 2012, inclusive, as was set previously by the adjudicator, I do not consider that I can say that on going interest and charges, applied in accordance with the account's terms and conditions, can be said to be inappropriate. There seems to me to be no basis on which I can say that the outstanding balance on the account is incorrect.

In light of all I have said, I do not consider I can fairly and reasonably make any award of compensation against, or direction to, Vanquis.

### **my final decision**

My final decision is that I do not uphold this complaint

Ray Neighbour  
**ombudsman**