

### **complaint**

Mr F complains that Vanquis Bank Limited did not credit £50 to his credit card account when instructed. This led to the account going into arrears and a default was registered. Vanquis has explained the payment was not processed as its system could not read the folded Giro Slip it received. Vanquis has since traced the payment and has credited the account with £50.

### **our initial conclusions**

The adjudicator recommended the complaint should be partly upheld. While she recognised it was not Vanquis' error that they could not credit the account, she considered that Vanquis could have done more to trace the payment. Vanquis has agreed to pay £75 in recognition of the distress and inconvenience caused, remove the adverse data and rework the account as it would have been if the £50 was credited to the account. Mr F did not agree, saying the amount of distress and inconvenience he has been caused warrants a much higher payment.

### **my final decision**

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

While I realise Mr F has been caused considerable distress as a result of Vanquis' errors, this service does not generally make large compensation payments. Our aim is to restore the consumer to the position he or she would have been in had the error not occurred. Here, that means restoring Mr F to the position he would have been in had his payment been properly processed in accordance with his instructions.

Vanquis has agreed to rework his account, remove the default from his credit file and pay £75 compensation for distress and inconvenience, which I consider to be fair and reasonable in the circumstances.

**My decision is Vanquis Bank Limited should pay Mr F £75 and restore his account and credit file to the position they would have been in had the error not occurred.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr F either to accept or reject my decision before 30 July 2013.**

*Catherine Wolthuizen*

*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.