

complaint

Mr B is unhappy about how Vanquis Bank Limited has dealt with his credit card account. Mr B had been paying for a Repayment Option Plan (ROP) which lets an account holder 'freeze' the account in times of need. For example, when giving up work to care for a family member. Mr B says this is what happened to him so he asked Vanquis to freeze his account. But he's unhappy that this wasn't done. Mr B says this meant he was charged further interest and fees. Mr B wants Vanquis to refund the amount he paid for ROP along with the interest and charges incurred. He also thinks Vanquis should pay him compensation.

Vanquis didn't uphold Mr B's complaint. It says that it asked Mr B for evidence of this, under the terms and conditions of the ROP. But Vanquis says Mr B refused to send any documents to it to activate the plan. However, Vanquis offered to refund £48 to Mr B's account. It's also agreed to backdate the freeze if Mr B gives evidence to it. But Mr B says he doesn't have anything.

our initial conclusions

Our adjudicator explained Vanquis can ask for '*reasonable evidence*', under the conditions of the ROP, before allowing a customer to freeze the account. And, because Mr B refused to give evidence to Vanquis, she didn't feel that Vanquis had done anything wrong when it refused to start the ROP.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I have to tell Mr B that I think the adjudicator has reached the right outcome here. And I think she's set out the position very clearly so there is very little I can add to what's already been said. Vanquis is entitled to ask Mr B for evidence. Mr B hasn't given it any evidence. So I don't think Vanquis has done anything wrong by refusing to start the ROP. Mr B should note that he still has the chance to send the evidence to Vanquis and for it to back date the freeze on his account.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B either to accept or reject my decision before 14 September 2015.

Rebecca Ellis

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.