

complaint

Mr D complains that a £100 transfer he tried to make from his credit card account with Vanquis Bank Limited didn't reach his current account. He says Vanquis hasn't done enough to help find the money, it has applied charges, and it keeps asking him for payment on a card he has never used.

background

Mr D didn't receive the £100 he tried to transfer from his new Vanquis credit card account to his current account in July 2012. He had given Vanquis the last eight digits of his debit card number instead of his account number, so the transfer wasn't made successfully.

When he realised what had happened, Mr D phoned Vanquis with the right details. But he says he was then passed back and forth between Vanquis and the bank where he holds his current account, and still hasn't received the £100. He didn't use his credit card, and Vanquis is now asking him to repay around £400.

Vanquis said the money went to Mr D's bank's suspense account, and it had told Mr D to contact his bank and ask it to send the money back. It refunded some interest and charges, but said it couldn't do any more. Mr D complained to this service.

my provisional decision

I issued a provisional decision on this complaint. I concluded, in summary:

- Vanquis paid the money to the sort code and account number Mr D had given to it, so it didn't make a mistake in making the payment.
- But Mr D didn't receive the money. So I must consider whether Vanquis took reasonable steps to help him to get his money back once he told it about the mistake with his account number. He did that on 6 August 2012, around ten days after he tried to make the payment.
- I considered Vanquis should reasonably have tried to recall the money when Mr D told it what had happened, but I wasn't persuaded that it had done so.
- It appears that Vanquis did try to recall the payment in 2014. But I thought that attempt – more than 18 months after the payment was made – was most unlikely to have succeeded given the time that had passed.
- It's not clear what happened to the money, given what Vanquis and Mr D's bank had told us. What is clear is that Mr D has been left out of pocket. I considered that if Vanquis had done more to help Mr D recover his money in 2012, there was no real reason why the money might not have been located.
- Mr D didn't use his Vanquis credit card, and he asked to close the account on 7 August 2012. The outstanding balance consists of the £100 transfer, charges for a repayment option plan and identity protection, interest, and late and overlimit charges. I considered the fair outcome was for Vanquis to write off the balance, amend Mr D's credit file, and pay him £100 by way of compensation.

I invited Mr D and Vanquis to let me have further submissions, if they wished, before I finally determined the matter. Mr D accepted my provisional decision and had no more to add. Vanquis initially said it would respond by the deadline in my provisional decision, but it later asked for an extension of a few days. It then didn't respond to our requests that it contact us to discuss its request.

my findings

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

Mr D has said he finds my conclusions acceptable. Vanquis has chosen not to say whether or not it agrees, and I don't consider it appropriate to allow the matter to continue to run indefinitely. So I find no basis on which to depart from the conclusions I reached in my provisional decision.

my final decision

My final decision is that I uphold this complaint. In full and final settlement, I order Vanquis Bank Limited to:

- write off the balance on Mr D's credit card account and close the account;
- amend Mr D's credit file to reflect that there was never any debt owing on the account, and that it was closed on 7 August 2012; and
- Pay Mr D £100 by way of compensation.

Janet Millington
ombudsman