

## **complaint**

Mr G complains about the difficulties he had when he tried to repay his loan account with Vanquis Bank Limited.

## **background**

Mr G wanted to repay his loan account early. He tried to call the bank but the phone number the bank had given him was incorrect, so he had some difficulty making contact. Vanquis said it would give Mr G a backdated settlement figure and that it wouldn't collect the payment due on 1 April 2018. Contrary to that, it attempted to collect the April 2018 payment. When it couldn't do so, it sent Mr G text messages and phone calls about the payment.

In a phone call on 10 April 2018, Vanquis gave Mr G a backdated settlement offer of £1,341.79, which it said would expire on 3 May 2018. Mr G said he'd arrange to pay that as soon as the amount had been confirmed in writing. On 12 April 2018, Vanquis sent Mr G written confirmation of the settlement figure.

On 1 May 2018, Mr G received an automated text, which he thought meant that Vanquis would take the settlement amount in May 2018. So, Mr G didn't make a manual payment and the settlement offer expired.

In May 2018, Vanquis agreed to change how it contacted Mr G. It says that it made the changes in relation to Mr G's credit card account but delayed doing so in relation to his loan account. That meant Vanquis continued to send Mr G texts about his loan account.

In response to Mr G's complaint, Vanquis paid Mr G compensation amounting to £125 and refunded a payment of £135.

Mr G wants Vanquis to admit it confused and prolonged the process of repaying the loan. He doesn't think that the compensation the bank has already paid is enough and says it didn't help him to resolve the matter.

Our adjudicator thought that Vanquis had acted fairly in response to Mr G's complaint. He said that it had corrected the phone number on its credit agreement, paid Mr G compensation amounting to £125 and refunded a payment of £135. The adjudicator said it wouldn't be fair to ask the bank to issue another backdated settlement. He also said that the bank had told him that it has only Mr G's mobile phone number and e-mail address, as he requested.

The adjudicator said he'd listened to the recording of the phone call on 10 April 2018 between Mr G and Vanquis. Mr G said that he'd make the settlement payment himself. The adjudicator said that the text message Mr G received later was automatically generated and related to the payment agreement already in place, not the settlement payment.

Mr G initially said that his only remaining issue related to the fact that he was still receiving text messages from Vanquis. Our investigator pursued this and Vanquis told her that it had removed Mr G's phone number from its system on 14 September 2018.

Mr G said that he still isn't happy and doesn't believe this will mean Vanquis will stop sending him texts. He also said he wasn't happy with the adjudicator's view and he thinks that Vanquis misled him about the settlement payment. As there was no agreement between the parties, the complaint was passed to me for a decision.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Initially, Mr G had difficulty contacting Vanquis as it had given him an incorrect phone number. To compensate for that, Vanquis gave Mr G a backdated settlement figure. I think that was fair.

When Mr G received the automatically generated text on 1 May 2018, he thought it meant that Vanquis would take the settlement payment. I don't think that Mr G's confusion about that was Vanquis' fault. Mr G had previously told Vanquis that he would arrange payment and Vanquis hadn't said that it would take the settlement figure in the same way it usually took the monthly payment. I don't think that it was Vanquis' fault that Mr G didn't repay the loan by 3 May 2018.

It clearly took Vanquis some time to amend its records to take into account Mr G's preferences about how it should contact him. I appreciate that was frustrating for Mr G.

Considering everything, I think Vanquis has acted fairly in putting matters right. I think the steps it has taken and the compensation it paid to Mr G are fair. I'm sorry to disappoint Mr G but I don't think there are grounds on which to ask it to do or pay any more.

### **my final decision**

My final decision is that the steps Vanquis Bank Limited has already taken are fair and I don't require it to do or pay any more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 13 December 2018.

Louise Povey  
**ombudsman**