

### **complaint**

Mr B complains that Vanquis Bank Limited applied interest to his credit card account when his repayment option plan (ROP) was activated.

### **our initial conclusions**

The adjudicator recommended the complaint should be upheld. Vanquis activated the plan in April 2009 but charged interest in months when it did not receive the required documentation from Mr B. Our adjudicator was satisfied on the basis of the evidence available that Mr B did send the required information at the correct time and cannot be responsible for any issues with the postal system. Mr B also provided copy documentation when required.

Vanquis disagrees. As a gesture of goodwill it activated the plan for twenty seven months; three months longer than required under the terms and conditions.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and Vanquis have provided. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I consider it likely that the information did not reach Vanquis. However it is not disputed that Mr B had the required information to continue the activation of the ROP, so it is not unreasonable to conclude that he sent it to Vanquis at the required time. By doing so, I am satisfied Mr B met the terms and conditions of the ROP.

**My decision is that I uphold this complaint. In full and final settlement, I order Vanquis Bank Limited to refund interest of £322.43 and Repayment Option Plan charges of £126.02. It should also ensure no adverse information is recorded on Mr B's credit reference file for the period April 2009 – March 2011.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 10 January 2014.**

*Andrew McQueen*

*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**

Interest and Charges applied between April 2009 – March 2011;

Repayment Option Plan Charges:

Dec 2009 £27.23

Aug 2010 £30.08

Jan 2011 £33.41

Feb 2011 £35.30

Purchase and Cash Interest:

Aug 2010 £70.68 and £28.68

Jan 2011 £78.81 and £31.55

Feb 2011 £80.82 and £31.89

#### **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.