

complaint

Mr B complains that Vanquis Bank Limited shouldn't have charged him interest when he was having financial problems. He wants the interest waived. And a repayment plan formalised.

our initial conclusions

Our adjudicator didn't uphold the complaint. He didn't think Vanquis had done anything wrong. Mr B doesn't agree. He's not happy Vanquis charged interest from March to June 2016.

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. I've seen copies of emails, letters, the bank's notes and Mr B's credit card statements. I can see in March 2016 Mr B offered to make repayments of £76 per month. Vanquis agreed. It wrote on 4 March 2016 to say for the plan to start a first payment needed to be made within 14 days. And interest wouldn't be charged when payments started. But Mr B didn't make a payment. He says he didn't get this letter. I don't know why. It was sent to the right address. And Vanquis has given us a copy of a consent form signed by Mr B for its letter accepting the £76. Mr B then emailed on 11 March 2016 asking why interest was still being added to his account. Vanquis replied saying the arrangement hadn't started as Mr B hadn't made any payments. Mr B got other emails from Vanquis. So I don't know why he wouldn't have got this one. I don't think Vanquis is at fault here. Mr B has now said he can make payments from 1 July 2016. Vanquis has confirmed that if he does interest will be suspended from that date. I think that is reasonable.

Mr V feels interest charged from March 2016 should be waived because of financial problems. We expect banks to respond positively and sympathetically when consumers are having financial problems. Vanquis agreed to a reduced payment plan of £50 per month in 2015. And at that time it reduced the interest payments. It has now agreed to a further reduced payment plan. I think Vanquis has responded as we would expect. So I don't think I can reasonably ask Vanquis to waive Mr B's interest payments from March to June 2016. **My final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 5 August 2016.

Bridget Makins

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.