

## complaint

The consumer complains that Vanquis Bank Limited (Vanquis) hasn't addressed him correctly in its correspondence with him and has refused to accept a bill of exchange as payment for his credit card balance.

## background

The consumer took out a credit card with Vanquis in October 2017 with a credit limit of £150. By August 2018 a statement sent to the consumer showed the balance on the card was over the credit limit and arrears had begun to build up.

The consumer completed the bank giro credit slip at the bottom of the statement – for the full outstanding balance – and returned it with a covering letter as payment. The letter explained the giro credit was a 'bill of exchange' for the amount owed.

But Vanquis didn't accept the 'bill of exchange' as an acceptable means of payment and the outstanding balance remained.

The consumer contacted Vanquis and said it had breached the Bills of Exchange Act 1882 by not accepting the completed slip. He also complained that Vanquis had breached the Crown Copyright Act by referring to him as "*Mr*" instead of his name. He also said Vanquis employees should use their actual signatures on correspondence with him as opposed to a generic signature.

Vanquis questioned why it couldn't address the consumer as "*Mr*" and it also explained that under its terms and conditions it couldn't accept payment of the consumer's outstanding card balance by the means he had used. It explained that the balance remained outstanding and confirmed the methods it could accept for payment. Vanquis also invited the consumer to contact it if he was experiencing financial difficulties and gave details of the appropriate organisations he could approach for help.

Unhappy with the response the consumer brought his complaint to us. One of our investigators looked into the matter and said the complaint shouldn't be upheld. She said – while we wouldn't comment on whether Vanquis had breached the various acts – we could look at whether it had acted fairly in not accepting the 'bill of exchange'. She said that Vanquis' terms and conditions clearly stated that it would only accept pounds sterling as payment. So she didn't think it had acted unfairly.

The consumer disagreed as he believed Vanquis hadn't followed current legislation and should have accepted the 'bill of exchange' as payment. He said he'd seen on its website that Vanquis does in fact accept "*promiser notes*" which aren't legal tender.

As no resolution could be found the complaint's been passed to me for a final decision.

The consumer has raised several issues with Vanquis but the outstanding issue seems to be that Vanquis refused to accept a bill of exchange as payment for the outstanding credit card balance. So for clarity this decision only concerns this point.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And having done so I'm not persuaded Vanquis has done anything wrong – which I know will come as a disappointment to the consumer – so I'll explain why.

The consumer has referred to a number of legislative acts that he's suggested Vanquis has breached to support his complaint. But our role isn't that of a regulator – nor is it that of a court of law. Our role is to tell both sides what we think is a fair and reasonable conclusion to an individual complaint as an informal and impartial dispute resolution service. So if the consumer wants a definitive answer in law to the questions he raises, he will need to go to court for this. But what I've considered is whether Vanquis acted fairly in not accepting the consumer's bill of exchange.

The consumer believes that the bill of exchange he submitted was a form of payment that Vanquis should have accepted under the Bill of Exchange Act 1882. And I can see that in some situations it may be considered an acceptable form of payment. But that doesn't mean that Vanquis has to accept such a payment. I've looked at the terms and conditions of the Vanquis credit card and under "*making payments to this agreement*" it states "*all payments must be made in pounds sterling. Where the money is transferred electronically, the transfer must be from a UK bank or building society. Where the payment is by cheque....*".

So I think it's clear what Vanquis would accept as payment – and the consumer accepted those terms and conditions when he opened the account. So I don't think Vanquis did anything wrong by refusing to accept a bill of exchange.

I've also considered the situation if the consumer is unable to pay his outstanding card balance because of financial difficulties. In such cases Vanquis would have a responsibility to treat the consumer positively and sympathetically. But I think this would be more around accepting reduced payments or reducing or suspending interest rather than Vanquis having to accept a different form of payment. And any concessions would need to be after discussion with the consumer about his financial situation and the submission of an income and expenditure breakdown if requested.

There's no evidence that the consumer has informed Vanquis about any specific financial difficulties he's suffered, so I would urge the consumer to enter into a meaningful discussion with Vanquis to resolve this issue. And I would also recommend the consumer to consider approaching any of the debt charities or other organisations that Vanquis made him aware of in its final response letter.

## **my final decision**

For the reasons I've given I'm not upholding the consumer's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask the consumer to accept or reject my decision before 4 April 2019.

Keith Lawrence  
**ombudsman**