

complaint

Mr C had a credit card with Vanquis Bank Limited. He took out a new credit card with another bank and arranged a transfer to his account with Vanquis. The other bank made the requested transfer and in error sent a further £950. Mr C complains Vanquis failed to return the money sent in error.

our initial conclusions

The money sent in error has now been returned. So the issue left to resolve is compensation. Our adjudicator's view was Vanquis should have been more proactive in returning the money and had provided poor service when dealing with the complaint. He recommended Vanquis pay Mr C £150. Mr C says the losses he has suffered are greater than £150. He says:

- as he didn't have as much credit on his new card as expected he had to spend on his overdraft and this incurred charges;
- when chasing Vanquis he had to call a premium rate number; and
- he has had to pay additional interest on his new credit card account because its balance was £950 less than it would have been had the £950 been returned when first requested.

He also complained about its decision to block the card.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr C and the business have provided. Mr C has complained to both Vanquis and the other bank although he has only brought his complaint about Vanquis to this service. He has received multiple sums of compensation from the other bank in connection with this complaint. In order to be fair and reasonable it is important for me to ensure Mr C doesn't receive compensation twice or that Vanquis isn't required to pay compensation for someone else's mistake. Like the adjudicator, I consider Vanquis could have responded to the request to return the money and to the complaint more quickly. I consider £150 to be fair and reasonable compensation for both delays. I don't consider Mr C was inconvenienced by the block on his card as he told the adjudicator he had intended to close the account following the balance transfer.

My decision is that Vanquis Bank Limited (trading as Vanquis) should pay Mr C £150.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 17 October 2014.

Nicola Wood

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.