

complaint

Mr S complains about Vanquis Bank Limited's ("the bank") treatment of him in respect of a default notice, repayment plan, and late payment fees.

background

Mr S held a credit card with the bank. Following a number of missed payments the bank issued Mr S with a default notice, which he says he didn't receive, and his account subsequently defaulted and late payment fees were applied.

Mr S complained to the bank. He wanted his credit file cleared of all adverse information, and for a repayment plan to be agreed. The bank agreed to remove the default from his account. It also agreed to remove some of the late payment markers as a goodwill gesture. It paid him £50 compensation, and said it would accept a settlement at less than full value.

Mr S complained to this service, where our adjudicator considered all of the submissions by both parties and concluded that the bank had already done everything Mr S had initially asked of it, and that it wouldn't be reasonable to ask that it do any more. On this basis she didn't uphold the complaint.

As Mr S didn't agree, a referral was made to an ombudsman. Mr S was unhappy that two late payment markers remained on his credit file, and also that the bank wouldn't accept his offer of settlement. He also sought additional compensation from the bank for his bad experience.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done so, I'm satisfied that our adjudicator reached the correct conclusion when she said that she thought that the bank had done enough to resolve the complaint. I don't think that Mr S is entitled to ask that the bank remove all of the late payment markers on his credit file, on the basis that these correctly record the factual position on his account at the time. It chose to remove the other markers as a goodwill gesture, not as any admission or error.

With regard to agreeing a repayment plan, I understand that Mr S and the bank have just made an arrangement, so I won't comment any further on that.

I also note that the information Mr S has been waiting for from the bank is now being sent to him by alternative means to Royal Mail, as all previous attempts with registered post have failed. So hopefully he'll have this information in short course.

Insofar as compensation is concerned, I think the £50 paid by the bank is fair, and I also note that it remains willing to reimburse Mr S for his call costs on receipt of an itemised bill, which I don't think is an unreasonable position to take.

I do understand that Mr S has been very upset by the circumstances surrounding this complaint, and the process itself, but I think that the steps that the bank has taken have been fair and appropriate, and I don't intend to ask it to do anything else.

On this basis I'm unable to uphold the complaint.

my final decision

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 16 March 2015.

Ashley L B More
ombudsman