

## **complaint**

Mr G had a credit card with Vanquis Bank Limited (Vanquis). He complains that Vanquis could have informed him of a Repayment Option Plan earlier than it did and that this could have been helpful to him due to his circumstances. He also says that he agreed to pay Vanquis £252.48 to clear his balance and close his account. Due to a processing error, Vanquis only took a payment of £152.48 and is now requesting the additional £100.00. Mr G says that Vanquis should not request any further payments because it made an error by not taking the correct amount in the first place.

## **background**

On 3 April 2014, following a conversation with Mr G, the Credit Service Team at Vanquis issued Mr G with an activation pack for the Repayment Option Plan. On 11 June 2014, the Repayment Option Team wrote to Mr G requesting further proof to activate the plan. Due to the non-receipt of the requested information, the Repayment Option Plan was not activated.

On 14 July 2014, Mr G entered into a Fixed Payment Arrangement with Vanquis for £7.00 per month. As only one payment was received this arrangement was removed from his account. It was later agreed that as a goodwill gesture, Vanquis would pay £100.00 towards the account balance and refund all other interest and charges. Mr G agreed to repay £252.48 to clear and close his account. However, due to a processing error only £152.48 payment was taken. Since October 2014, Vanquis has attempted to obtain the outstanding balance of £100.00 from Mr G, which he has refused to pay.

Our adjudicator did not uphold the complaint. Mr G disagreed with the adjudicator's opinion so the complaint has been passed to me for final decision.

## **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 have reached the same conclusions as the adjudicator, for broadly the same reasons. I have set out my findings below.

I can see that Vanquis made an error when it took the £152.48 payment from Mr G and that this was £100 less than had been agreed. Since then, Vanquis has acknowledged its error and notified Mr G that he still owes £100.

I have carefully considered whether it is unfair for Vanquis to request this £100.00 payment from Mr G and I can understand that Mr G is frustrated by the error Vanquis made by taking £100 less from him than it should have done. But Mr G agreed to pay this amount as part of his settlement with Vanquis. I have also taken account of the fact that Vanquis has agreed to refund interest and charges, and made a goodwill gesture of £100.00. In my view this is a fair and reasonable offer, so I will not be upholding this part of Mr G's complaint.

As regards the Repayment Option Plan, the evidence suggests that the documents were sent out to Mr G when he requested them and that delays in setting up the plan appear to have been caused by the non-receipt of information. As a result, the Plan was not activated, so I do not think it would be fair for me to uphold this part of the complaint either.

## **my final decision**

For the reasons I have given, my final decision is that I do not uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 10 August 2015.

Jagdeep Tiwana  
**ombudsman**