

complaint

Mr T complains that Vanquis Bank Limited has made him liable for transactions abroad that he did not carry out or authorise.

background

Mr T has a credit card with Vanquis Bank.

In June 2012 Mr T travelled abroad. He says he received a call whilst he was abroad asking him whether he had carried out a particular transaction in the country he was staying. He says he told Vanquis Bank that he had not. Vanquis Bank says that it contacted Mr T and left a message for him as he did not answer his phone.

Mr T says he found a letter from Vanquis Bank after he returned home saying his overdraft limit had been increased. He says he checked his account online and saw a number of transactions had debited his account whilst he was abroad which he did not recognise. He phoned Vanquis Bank disputing the transactions and complaining that it had increased his overdraft limit. Vanquis Bank says Mr T told it that he had taken his credit card with him when he went abroad but he did not use the card at all.

Vanquis Bank investigated Mr T's complaint but did not uphold it saying Mr T had carried out the transactions himself as they were carried out using his genuine card and authorised using his PIN. Vanquis Bank said that it had written to Mr T in May 2012 saying it was going to increase his overdraft limit in one month's time. Mr T complained to us.

Our adjudicator did not recommend that this complaint be upheld as she considered that Mr T had carried out the transactions himself. Mr T disagreed saying that he had not been to a number of the locations where the disputed transactions took place and that Vanquis Bank should have blocked what were unusual transactions. He asked for an ombudsman to review his complaint.

my findings

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

I am satisfied that the disputed transactions were carried out using Mr T's genuine card. I say this having seen evidence that the chip in the card used to carry out some of the transactions. I am also satisfied that the individual who carried out the disputed transactions knew Mr T's PIN as this was used to authorise all of the transactions.

I am satisfied that the disputed transactions began the day after Mr T arrived and ended once he left. He says that he did not use his credit card whilst he was abroad. In the circumstances, I am satisfied that Mr T's card could not have been compromised whilst he was abroad. I am also satisfied that it is more likely than not that Mr T carried out the transactions himself or authorised them. I am, therefore, satisfied that Vanquis Bank was entitled to hold him liable for them. I am also satisfied that Vanquis Bank phoned Mr T to check one of the transactions was his and left a message for him as he did not reply. I do not agree, given this and the transactions, that it should have blocked Mr T's card.

I am also satisfied that Vanquis Bank wrote to Mr T before it increased his overdraft. I cannot, therefore, say that it did anything wrong when it increased it.

my final decision

My final decision is that I am not upholding this complaint.

Nicolas Atkinson
ombudsman