

complaint

Mr G complains about the charges Vanquis Bank Limited applied to his credit card account. He'd like to clear the outstanding debt and have any negative entries removed from his credit file. He'd also like compensation.

our initial conclusions

Our adjudicator didn't uphold the complaint. She didn't think Vanquis had done anything wrong. Mr G doesn't agree. He thinks unfair charges continued to be applied to his account. And he thinks the bank should've offered him other options to repay his debt.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. There's no dispute that Mr G's account was in arrears. And he offered to make a partial repayment to settle the account. It's clear from the correspondence I've seen that the bank would've accepted a partial repayment. But this would've shown as such on Mr G's credit file. Mr G didn't want this so he didn't make the payment. But Mr G's account had been in arrears for some months. So his credit file would've already been affected. Banks have a responsibility to record accurate information on credit files. I don't think Vanquis is at fault here. So I don't think I can reasonably ask the bank to amend Mr G's credit file.

Mr G thinks unfair charges continued to be applied to his account. I've seen the terms and conditions for the account. These show the charges that might be applied to the account. And I've seen nothing to show the charges weren't applied correctly. We would expect banks to respond positively when customers have financial problems. But I've seen nothing to show that Mr G told Vanquis he was having financial problems. When Mr G did discuss repaying his debt Vanquis was prepared to accept a partial repayment. The bank also offered a monthly repayment option. I think Vanquis responded positively and sympathetically to Mr G's situation which is what we would expect it to do. I don't think Vanquis is at fault here. So I can't fairly require the bank to compensate Mr G. **My final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G either to accept or reject my decision before 11 January **2016**.

Bridget Makins

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.