

### **complaint**

Miss J complains about the way Vanquis Bank Limited treated her after she advised it she was experiencing financial difficulties.

### **our initial conclusions**

Our adjudicator recommended the complaint should be upheld. He was satisfied that Vanquis did not treat Miss J positively and sympathetically when it was first told she was in financial difficulty. He recommended Vanquis should refund all the interest and charges that had been applied to the account between September 2011 and June 2012 and pay her £100 compensation for any distress and inconvenience caused. Vanquis does not agree and says, in summary, that it had phoned Miss J on numerous occasions and it sent her a letter in June 2012 offering a repayment plan and to suspend all interest and charges. It has also said the repayment option plan did not apply in her situation as she said she was changing jobs and taking a pay cut.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss J and Vanquis have provided.

Although Vanquis initially agreed a three month repayment plan with Miss J when she first told it of her financial difficulty, I agree with our adjudicator that it could have done more at the time to assist her, for example asking for income and expenditure information, investigating her financial situation and advising her to stop her repayment option plan payments. But, as Vanquis says, it was not obliged to suspend interest and charges on the account. I also consider that Vanquis could have made greater efforts to contact her by other means when its numerous calls to her went unanswered. It may well be that Miss J could at times have been slightly more forthcoming in her dealings and communications with Vanquis but, notwithstanding this, I consider the adjudicator's proposed resolution to this complaint to be fair and reasonable. So, I see no compelling reason to change the proposed outcome to this complaint.

**My final decision is that I uphold this complaint as more fully set out overleaf.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss J either to accept or reject my decision before 25 October 2013.**

*Stephen Cooper*  
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**

In full and final settlement of this complaint, I order Vanquis Bank Limited:

1. To refund to Miss J the interest and charges applied to her account between 27 September 2011 and 22 June 2012.
2. To pay £100 compensation to Miss J for any distress and inconvenience caused.

#### **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.