

## **complaint**

Mr G complains about late payment charges imposed by Vanquis Bank Limited. He wants the charges to be refunded, and also £200 to cover his expenses.

## **background**

Mr G had a credit card account with Vanquis. He was paying it by direct debit from an account he had with another bank ("Bank Two"). But that account became overdrawn, and no payments were made from that account after April 2014. So from May 2014 Mr G made payments by direct debit from an account at another bank ("Bank Three").

In November Bank Two closed Mr G's account and sent it to collections. So it told Vanquis it had cancelled the direct debit. But Vanquis accidentally ended the direct debit from Bank Three instead. This prevented it from receiving the December payment, and caused Mr G to be charged a £12 late payment fee. He complained to Vanquis.

Vanquis did not accept that it was to blame. It thought that Bank Three had cancelled the direct debit. But as a gesture of goodwill it refunded £36 in December 2014.

Mr G was not satisfied with that. He wanted Vanquis to admit it was at fault and to apologise. So he withheld payments until he got what he wanted. This resulted in Vanquis defaulting his account in April 2015, and sending it to recoveries shortly afterwards. Mr G wants the default removed from his credit file, all charges refunded, and £200 to cover the cost of phone calls he made to Vanquis about his complaint. He is willing to pay all his arrears once he gets what he wants.

Our adjudicator did not uphold this complaint. He thought that it had been Mr G's decision to stop paying. And he thought that Mr G's calls had been unnecessary.

Mr G did not agree. So I have looked at 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.

Although Vanquis did not admit it had made a mistake at first, it did repay Mr G the money he had lost. So he was not out of pocket as a result of the error. So I think it did enough to put its mistake right.

I appreciate that Mr G wanted an admission that Vanquis had made a mistake. He appears to have considered this to be a point of principle. But I don't think that justifies him withholding the minimum payments. He was obliged to make minimum payments by his account's terms and conditions, which are part of his contract with Vanquis. He was reminded in each of his statements that he had to make payments. From February 2015 his statements warned him he could face legal action if he did not make payments. They also said that non-payment "could lead to your having to pay additional costs and make it more difficult for you to get credit in future."

Mr G still refused to pay Vanquis until he got what he wanted. That was his decision. So I think that Vanquis was entitled to charge him late payment fees, and eventually to default

his account. That means the default on his credit file is accurate. So I won't order Vanquis to amend his credit file, or refund any more charges.

I also won't order Vanquis to pay Mr G for his phone calls, or his inconvenience. I think that his inconvenience in 2014 was mild, and is covered by the refund he received then. The inconvenience he has had since then is not of Vanquis's making.

I won't award money for Mr G's phone calls. That is because I don't think the calls were necessary, or relevant to what his complaint was about, and I don't think Mr G gave Vanquis's staff an opportunity to help him. I think that because I have listened to recordings of some of the calls. In the calls Mr G was so aggressive and overbearing that it was impossible for the staff to discuss his complaint. He refused to answer the bank's security questions because he said they were stupid, but I think the bank is entitled to ask such questions to protect his account from fraudsters. Instead of talking about his original complaint he immediately raised new complaints about the call handlers. He was extremely abusive to them, and when in one call he spoke to a call handler's manager he was abusive to her too. She ended that call after he threatened to hunt her down and kill her.

Mr G has said that the bank staff were rude to him. I have heard nothing to suggest that is the case. On the contrary, I found that each of them were professional, patient and polite.

### **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 October 2015.

Richard Wood  
**ombudsman**