

complaint

Miss A complains that Vanquis Bank Limited (trading as Vanquis Bank) didn't assist her when she was trying to repay her account balance. She says as a result she paid what she thought was the right amount. But the bank says it wasn't enough, and it's continued to apply charges and interest on the remaining sum.

our initial conclusions

I recently wrote to both parties explaining what I considered was the right way to resolve matters. In summary, I didn't find evidence showing Miss A asked Vanquis for the settlement figure. So I couldn't rightly conclude that it failed to deal with such a request. And contractually, her obligation was to pay what she owed, rather than what she thought she owed. But I also thought the bank could have handled matters much better once it became aware of Miss A's concerns. That in itself might warrant compensation broadly equivalent to the outstanding balance. Overall, I thought the best way to resolve the dispute was for Vanquis to treat Miss A's account as if it were settled following her payment in October 2013.

my final decision

To decide what's fair and reasonable in this complaint, I've considered everything Miss A and Vanquis have provided. Where there's a dispute about what happened, I've based my decision on the balance of probabilities. In simple terms, it's what I think's most likely to have happened in the light of the evidence.

Having set out my intended conclusions in my previous letter, I invited both parties to let me know if they had anything further they wanted to say before I finally determined the complaint. In response, both parties said they'd accept the outcome proposed in my letter. So for the reasons I've set out, I'm satisfied this is a fair way to resolve this complaint.

My final decision is that I uphold this complaint. In settlement, Vanquis Bank Limited should not pursue Miss A for any outstanding balance on the account. It should also remove any adverse payment data it may have recorded on her credit file after her October 2013 payment. Under the rules of the Financial Ombudsman Service, I am required to ask Miss A either to accept or reject my decision before 9 June 2014.

Niall Taylor

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.