

complaint

Mrs L complains that when Vanquis Bank Limited closed a credit card, it did not return two payments of £50 which she had made.

She is represented by her husband Mr L.

background

Mrs L received phone calls from Vanquis asking for payments to a credit card in her name which had been opened in 2010, but she had never applied for one. She says that the application form was not completed by her, or by anyone with her permission. Vanquis accused her husband and son of applying on her behalf, which Mrs L says was untrue.

In February 2013 Vanquis said it would investigate the account, and Mrs L filled in Vanquis' Declaration of Fraud and Forgery form. In April 2013, Vanquis completed its fraud investigation, and confirmed the account had been opened fraudulently. Vanquis closed the account and notified relevant agencies that Mrs L's details had been used without her permission, to protect her against any further identity fraud.

Mrs L wrote twice to Vanquis after the closure to ask it to return payments she had made to the credit card. She said Vanquis had told her she had to make these payments until the investigation had been completed. She didn't receive a reply.

When Mrs L complained to us, Vanquis replied to our adjudicator, but didn't provide evidence of why it hadn't returned the payments. In November 2013, the adjudicator asked Vanquis to return the two £50 payments. Vanquis emailed to say it disputed the amounts, but it has never provided statements to back this up, and didn't reply to our adjudicator within the timescales she set.

my findings

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

It's a shame that neither the bank, nor Mrs L, has provided evidence of what was actually paid to the account. Nor has the bank provided documents as evidence for why it hasn't given the payments back.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

As it should be easier for the bank to provide written evidence, and it hasn't, I find on balance that Mrs L did make two £50 payments to the fraudulently-opened credit card. So I consider that Vanquis should fairly refund that sum to Mrs L.

We normally award interest when we order a financial business to pay back money to a consumer in these sorts of circumstances. As I don't know when Mrs L made the payments, in this case I add £50 to the award for interest and inconvenience caused by Vanquis' poor handling of the whole matter.

my final decision

My final decision is that I uphold this complaint. In full and final settlement, I order Vanquis Bank Limited to refund £100 to Mrs L, and also to pay her £50 for interest and inconvenience.

Belinda Knight
ombudsman