

**The complaint**

Mr S complains that Vanquis Bank Limited allowed him to discuss details of his credit card account without correctly passing the data protection questions. So, he doesn't think it's fair that they've continued to add charges to that account for his failure to pay his minimum payment.

**What happened**

On 1 August 2019, Mr S called Vanquis to discuss his credit card account. Mr S deliberately provided the incorrect date of birth to see whether Vanquis would continue to discuss his account.

Vanquis didn't identify the correct date of birth he provided and allowed him to pass the data protection questions. Mr S complained about this, saying he didn't feel his account information was safe with Vanquis. So, he didn't think he should be required to pay the remaining balance and was unhappy that he was being charged for not making his required minimum payment. He was also unhappy that this was reported on his credit file.

Vanquis upheld Mr S's complaint. They agreed they'd made an error when accepting the incorrect date of birth and offered a payment of £100 to recognise the upset this would've caused. But they thought they'd added charges to Mr S's account fairly when he didn't make his monthly minimum payment. Mr S wasn't happy with this response and maintained he thought the remaining balance should be waived. So, he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. She agreed that Vanquis had made a mistake but thought the £100 they offered in recognition was a fair one. She explained that Mr S still had a duty to maintain his account, so Vanquis acted reasonably when adding interest and charges and reporting to his credit file.

Mr S was unhappy with this view. He explained he no longer trusted Vanquis and that if it hadn't been him trying to discuss his complaint, it could've left him in serious financial difficulty. As Mr S didn't agree, the complaint has been passed to me for a decision.

**What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator.

It's not in dispute that Vanquis made an error when they failed to identify that Mr S had provided an incorrect date of birth. So, I've focused on the impact this had on Mr S and what I think should be done to recognise this.

I've no doubt that Mr S has been left upset by his ability to discuss his account after purposely providing the incorrect date of birth. He did this to test the security of Vanquis and

he's been let down by the outcome. So, I think he should be compensated for the upset and worry he felt following the error.

But I'm unable to compensate Mr S for what may have happened, only what actually did. Mr S is unhappy that if that call had been made by someone genuinely trying to defraud his account, he would've been affected financially. So, he thinks his outstanding balance should be waived and the account closed to recognise the risk his account suffered.

While I understand Mr S's point of view, factually this didn't happen. It was Mr S who called Vanquis and passed the security questions incorrectly. So, Mr S's account wasn't at risk on the call and the error didn't impact him financially. So, it wouldn't fair for me to consider any financial impact when considering what compensation would be fair.

Because of this, I think the £100 payment Vanquis offered reasonably recognises the upset and worry Mr S experienced and I don't think they need to offer anything more.

Mr S has also explained he stopped making his minimum payments as he lost trust in Vanquis and felt their error meant the outstanding balance should no longer be in place. So, he didn't think Vanquis acted fairly by adding charges and interest on the account and reporting this information to credit reference agencies.

While I understand Mr S's unhappiness with Vanquis, I don't think the error impacted Mr S's responsibility to maintain his account. Mr S benefited from the use of the credit card account, so it was Mr S's responsibility to make the minimum payment that was due. I think Mr S would've been aware of the implications he'd face if he didn't pay the amount and he's confirmed it was his own decision to miss it. So, I think Vanquis have acted reasonably when adding the associated interest and charges to the account.

Vanquis also have an obligation to report the way Mr S managed his account on his credit file. So, I can't say they've done anything wrong when they reported a missed payment as this was a true reflection of Mr S's account at that time.

Mr S has also recently explained that he's experiencing financial difficulty due to his personal circumstances and the additional interest and charges are making things worse. He wanted this to be factored in to any decision I made, and any compensation I directed. But, while I'm sorry to hear about Mr S's personal situation, I can't agree that Vanquis has acted unfairly in their actions after Mr S chose to not to make his minimum payment. So, I don't think they need to do anything further.

### **My final decision**

For the reasons outlined above, I don't uphold Mr S's complaint about Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 April 2020.

Josh Haskey  
**Ombudsman**