

The complaint

Mr S complains Vanquis Bank Limited (Vanquis) provided him with poor service following his report of a disputed transaction.

What happened

Mr S contacted Vanquis on 7 December 2021 to report a disputed transaction. Mr S was informed his card would be cancelled and he would be sent new one along with a fraud claim form. Once these forms were received back by Vanquis it would investigate his claim.

Mr S received his new card on 13 December 2021, but he had yet to receive the necessary forms. Mr S was advised to wait a few more days to see if the forms would arrive. Mr S contacted Vanquis on 16 December 2021 as the forms had not been received. Mr S asked for the forms to be emailed the forms. This was not done at this time, and instead Mr S was issued with new forms by post.

Mr S received the initial forms that were sent on 8 December on 21 December 2021. The second set of forms that Vanquis sent were received by Mr S on 23 December 2021. Mr S received an automated text message from Vanquis on 22 December 2021 stating it had not received completed forms and he would be issued with new ones. It explained these would need to be returned within 14 days.

Mr S returned the completed forms on 21 December 2021. Vanquis reviewed the relevant information and on 31 December 2021 the full disputed amount was returned to Mr S.

Mr S raised concerns about the service he had received from Vanquis. In its final response letter Vanquis accepted that there had been delays in the service Mr S received. Vanquis paid Mr S £125 in recognition of the impact this had on Mr S. This is made up of £75 for the delays he experienced in receiving the claim forms and £50 for the delay in the issuing of its final response letter.

Unhappy with Vanquis' review of his complaint Mr S referred his complaint to our service. An investigator reviewed Mr S's concerns and found that Vanquis had responded fairly, and they didn't think it needed to take any further action.

Dissatisfied with this review, Mr S asked for his complaint to be referred to an ombudsman.

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.

I'm sorry to hear of the issues Mr S has experienced with his account. It's not in dispute that the service provided by Vanquis hasn't always been smooth. Mr S has had to spend time and effort contacting Vanquis to resolve these issues which I appreciate must have been stressful for him. So, I've given careful thought to whether the subsequent actions taken by Vanquis is enough to fairly recognise the distress and inconvenience Mr S encountered.

Mr S wants a more detailed explanation about why he experienced numerous errors and delays, and he wants Vanquis to be more explicit about the mistakes it made, and the internal issues it has.

I have looked at the evidence and explanations provided by Vanquis. It has accepted that it didn't send Mr S the forms online when it said it would. It also accepts that it took longer than it should've to send Mr S a response to his complaint. I think Vanquis has taken ownership and responsibility for these issues, and its response accepts that it made mistakes here. Vanquis has also explained that some of the delays experienced by Mr S were due to internal time frames for sending out correspondence. For example, the new forms were requested on 16 December 2021, but not issued until 23 December 2021. Vanquis says it has a 5-7 working days turn around for this task. It is commonplace for businesses to have internal timeframes for customer related tasks, such as sending out correspondence or responding to customer queries. Looking at the time frames Vanquis has given they seem reasonable and in line with general industry practice. So, I think Vanquis' explanation about internal timeframes and how this contributed to Mr S's experience is fair.

Mr S has also raised concerns about the response time frame he was given. The fraud claim forms state they should be returned within 14 days. But Mr S didn't receive the forms, on both occasions for some time. Mr S also received a text message prompting him to return the forms. Vanquis has confirmed the timeframe is a guideline for customer's and a claim would still be considered if the forms were returned after the 14 days. I appreciate this would've added to what was a stressful time for Mr S. Mr S had been in touch with Vanquis so it was aware of the problems he was experiencing so I don't think it's likely his claim would have been prejudiced by any delay in him returning the forms.

In relation to the postal delays, Vanquis hasn't been able to provide much information. I understand Mr S isn't satisfied with this. However, I don't think this is unreasonable. Vanquis is able to confirm its internal processes and time frames, but I wouldn't expect it to be able to comment on that of the postal service. I do think it took much longer than it should've for the forms which were sent on 8 December 2021 to reach Mr S. But this could be for a whole host of reasons related to the postal service. In my opinion December is a particularly busy period for the postal service. So, in Mr S's case there may not be any other explanation for this delay, and in particular this isn't something I would expect Vanquis to comment on further.

Vanquis offered Mr S £125 in recognition of the distress and inconvenience caused to him as a result of the delays he experienced. Mr S doesn't think this award is enough. Reaching an award for distress and inconvenience is seldom straightforward. The issues involved are subjective by their very nature and the impact on the consumer can be difficult to determine. I understand Mr S feels the response Vanquis has provided is inadequate and it hasn't fairly compensated him. But I think the steps Vanquis has taken are reasonable. Mr S was given an explanation of the issues, he was refunded the disputed transaction, and the £125 award recognised the inconvenience caused. I wouldn't expect Vanquis to do anymore in relation to the delays and the £125 compensation is in line with what I would have recommended in the circumstances.

I know this will not be the outcome Mr S was hoping for and he will be disappointed with the decision I've reached. But I hope my decision provides some clarity around why I won't be asking Vanquis to take any further steps than already outlined.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 January 2023.

Chandni Green
Ombudsman