

The complaint

Mr S complains about the service he received from Vanquis Bank Limited when he contacted them to pay off his balance.

What happened

Mr S contacted Vanquis on 17 July 2024 and agreed to pay off his balance in full. An agent took payment from Mr S and agreed to call him back to confirm that the account was closed. However, by the end of the day Mr S hadn't received a call so he contacted Vanquis again and spoke to a different agent.

Mr S was unhappy that the second agent he spoke to didn't complete any data protection with him. He raised a complaint about this via Resolver. Mr S didn't hear anything back so on 25 July 2024 he sent another message through Resolver. On 26 July 2024 Vanquis advised Mr S that it had reviewed his account and asked him to call customer service. Mr S contacted customer service but they had no record of his complaint. Mr S contacted Vanquis a week later to follow up his complaint but was advised that his complaint had been recorded as feedback. The feedback was withdrawn by the agent but wasn't converted into a complaint.

Mr S's complaint to Vanquis is regarding the following issues:

An agent disclosed information to him about his account without completing adequate security

Vanquis failed to respond to the complaint he raised via Resolver

An agent raised feedback instead of a complaint when he called about the matter

An agent withdrew the feedback but failed to convert it into a complaint

Vanquis issued a final response on 7 August 2024. It acknowledged that the agent hadn't completed the necessary security checks when Mr S called on 17 July 2024. It said that there hadn't been a data breach as the agent was talking to Mr S directly but that there was a potential risk that data could've been disclosed to the wrong party. Vanquis said it was upholding this part of the complaint and offered compensation of £150. Vanquis said it had no relationship with Resolver and couldn't accept responsibility for complaints raised via a third party. It said it wasn't upholding this aspect of the complaint. In relation to the agent raising Mr S's complaint as feedback, Vanquis acknowledged that this had been an error and offered compensation of £25. Vanquis also acknowledged that another agent who had withdrawn the feedback made an error when they failed to raise a complaint to replace the feedback. It offered £25 compensation for this error. Vanquis further acknowledged that when Mr S spoke to them on 2 August 2024, the agent could've chosen their words more carefully.

Mr S remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that based on the errors made, he thought Vanquis had done enough to resolve the complaint by offering compensation of £200.

Mr S didn't agree. He said he'd brought his complaint to this service because he believed that Resolver did have an association with Vanquis. He said that the failure by Vanquis to address this had caused delays in the acknowledgement of his complaint.

Because Mr S didn't agree I've been asked to review the complaint.

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 know it will disappoint Mr S, but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which I think are relevant. If I don't mention a particular point, it's not because I've failed to take it on board and think about it, but because I don't think I need to mention it in order to reach what I think is the right outcome.

I've reviewed all the information provided by Mr S and Vanquis. I've also taken account of everything Mr S has told this service and I understand how strongly he feels about the matter.

Vanquis has acknowledged that it made some errors. It accepts that the agent who spoke to Mr S on 17 July 2024 failed to complete security with Mr S before discussing the account. Vanquis also accepts that there were errors in recording Mr S's complaint correctly. It has offered £200 compensation for the errors.

When considering compensation, this service looks at the impact of the error on the complainant in terms of any distress and inconvenience caused, as well as any losses. It isn't the role of this service to punish a business. Having considered the overall impact of the errors on Mr S, I'm satisfied that the compensation offered by Vanquis is fair and reasonable and in line with what this service would award.

I appreciate that Mr S believes that Vanquis has an association with Resolver and that Vanquis has been dishonest with him when it told him that it had no association with Resolver. I've looked into this. Resolver is an independent issue-resolution tool which enables consumers to raise and handle consumer issues. Resolver isn't part of Vanquis. Resolver is a separate entity that refers complaints to many different financial institutions, including Vanquis. That being the case, I can't fairly hold Vanquis responsible for the failure by Resolver to forward Mr S's complaint to Vanquis, even though I agree with Mr S that the failure to forward the complaint caused delay and inconvenience. If Mr S remains concerned about this, he should raise the matter with Resolver in the first instance.

Even if Resolver had correctly referred the complaint to Vanquis, I'm not persuaded that this would change my decision on the level of compensation. I still think the compensation of £200 offered is fair and reasonable to resolve the complaint.

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 30 January 2025.

Emma Davy
Ombudsman