

The complaint

Mr M has complained about the service received from Vanquis Bank Limited.

What happened

My provisional decision of 23 July 2025 set out the background to this complaint:

“Mr M has made several numbered complaint points about Vanquis that I’ll summarise:

- Complaints 1 and 2 were about calls on 6 August 2024 where Mr M was put on hold and the call then dropped out. Mr M was unhappy Vanquis didn’t call him back.*
- Complaint 3 was he couldn’t make a payment as the app wasn’t working on 7 August 2024.*
- Complaint 4 was that Vanquis wrote an incorrect phone number on a letter about his previous complaint ending 5691.*
- Complaint 5 was that Vanquis didn’t reopen the complaint ending 5691 after he asked them to.*
- Complaints 6, 7 and 8 were about his interactions with Vanquis on 9 August 2024 – he explained why he was calling but was given incorrect figures and Vanquis’s agent went on to look at something else. Mr M was also unhappy with background noise on the call.*
- Complaint 9 was that his complaint was closed in error and he didn’t find out until 18 October 2024.*
- Complaint 10 was that Vanquis had sent him £30 compensation instead of £50 promised during a phone call, he didn’t get a promised reference by email and that Vanquis closed this complaint in error.*
- Complaint 11 was that Mr M didn’t get a promised call back about this complaint at the end of October 2024.*

Vanquis addressed most of the above points in its final response to Mr M’s complaint on 24 October 2024. Vanquis didn’t uphold Mr M’s complaints 1-4, 6 and 7.

For complaint 5, Vanquis said it should have told Mr M the previous complaint would not be reopened and he should refer it to our service. For complaint 8, Vanquis agreed there was background noise that was inappropriate and unprofessional. To apologise, Vanquis credited Mr M’s account with £30 compensation.

Unhappy with Vanquis, Mr M referred his complaint to our service. One of our Investigators reviewed the complaint and thought the £30 paid by Vanquis was fair. The Investigator noted some of the complaints Mr M made were about Vanquis’s previous complaints handling. As complaints handling isn’t in itself a regulated activity so we were unable to consider the

complaints. Our Investigator also noted said complaint 5 was considered by our service as part of a separate complaint.

For complaints 6-8, the Investigator agreed the person Mr M spoke to quoted an incorrect figure but she cleared up the error on the call. Our Investigator noted Mr M was unhappy with the background noise and thought Vanquis's apology was sufficient. However, as this call was about the previous complaint handling, we weren't able to consider it.

For complaint 10, the Investigator said Vanquis had implied Mr M would receive £50 compensation but this wasn't guaranteed. Vanquis went on to offer £30 as set out in its final response of 24 October 2024, which was fair in the circumstances. As the amount had been paid, there was no need for Vanquis to take further action.

In response, Mr M reiterated his complaint points and provided a screenshot of his phone from 6 August 2024, which showed he made three outgoing calls to Vanquis's number ending 660 (with no incoming calls from that number).

As Mr M remained unhappy, his complaint was referred to me. This has come to me for a decision. I issued a provisional decision about the complaint on 2 July 2025. My provisional findings were as follows:

"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 don't think I'm able to consider most of Mr M's complaint points. For Mr M's ease, I'll deal with the complaint points in the order he raised them.

Complaint 1 and 2

As outlined by our Investigator, our Service operates under a set of rules published by the Financial Conduct Authority (FCA) and known as the Dispute Resolution (DISP) rules. Amongst other things, the DISP rules detail the activities our Service can consider. DISP 2.3.1R, lists the activities our Service can consider and complaints handling is not one of them. So, complaint handling itself isn't an activity our Service can consider. I could only consider Vanquis's complaints handling where it is ancillary to a regulated activity, such as accepting deposits. Here, Mr M was calling to discuss the delay in paying compensation for a previous complaint so the crux of this complaint is Vanquis's complaints handling and I therefore don't think I can consider it.

But even if I were to conclude I could consider these two complaint points, I wouldn't uphold them. It's not clear why the call cut out. Vanquis has provided screenshots of its systems to show it tried to call Mr M back but he's provided screenshots of his phone which he says show Vanquis didn't call him back. I can't explain why the attempted calls wouldn't have been successful. But in any event, even if Vanquis hadn't called back, it doesn't appear the impact on Mr M was significant enough to warrant compensation. As we explain on our website, we're all inconvenienced at times in our day-to-day lives – and a certain level of frustration and minor annoyance is expected. For us to make an award we'd need to see that the impact of a business's mistake was more than someone would expect to experience as part of everyday life, such as a business's phone lines being busy. Here, Mr M was able to go on to discuss his complaints with Vanquis so any inconvenience was short-lived.

Complaint 3

Mr M says he wasn't able to make a payment using Vanquis's app on 7 August 2024, which I accept would be inconvenient – although Vanquis has said it has no record of any issues

that day. In any event, Mr M had other ways to make payments online if he couldn't use the app and the matter was urgent. And as I said above, some inconvenience is expected at times and as Mr M had alternative payment options, I've not seen that any trouble accessing the app caused significant inconvenience to Mr M that reasonably requires compensation.

Complaint 4

Vanquis has said there was no mistake on the letter Mr M has complained about, which included the number for its complaints handling team. As the letter concerned was one of Vanquis's complaint responses, and the phone number concerned was for the complaints team, I think this issue relates to complaints handling and I'm unable to consider it for the reasons outlined above. Even if I were to conclude I could consider this complaint, I note Mr M was aware of how to contact the complaints team so any impact was minimised.

Complaint 5

Mr M was unhappy Vanquis didn't reopen a previous complaint. For completeness, I have not considered this complaint point as it was addressed separately by our service.

Complaints 6-8

As I said above, complaints 6, 7 and 8 were about Mr M's interactions with Vanquis on 9 August 2024 – he explained why he was calling but was given incorrect figures and Vanquis's agent went on to look at something else. Mr M was also unhappy with background noise on the call.

I've listened to the call on 9 August 2024. If there was any confusion about the amounts quoted, they were short-lived and I don't think significant inconvenience was caused – it's clear the agent was looking at the account and trying to understand what was happening with it, which I think was understandable given there was a lot of information to take in about what was due to be credited to the account, and she hadn't spoken to Mr M before. There was some background noise, for which Vanquis has apologised. I wouldn't have awarded compensation for this issue had Vanquis not already done so – I think an apology would have sufficed. Mr M was able to discuss his account with Vanquis. I won't comment on any of the discussion that relates to complaints handling as I cannot consider this for the reasons explained above.

Complaints 10 and 11

On 18 October 2024, Mr M called in relation to this complaint ending 691 being closed – this complaint was referred to our service under a separate complaint reference. I cannot consider a complaint about complaints handling related to the separate complaint reference as complaints handling in itself is not a regulated activity. And whilst Mr M is unhappy this wasn't addressed in Vanquis's final response of 24 October 2024, a complaint about the content of a final response not addressing complaint points is ultimately about complaints handling – this means it's not one I can consider for the reasons explained above.

In a later call, Mr M went on to discuss this complaint (ending 589) and it's clear this complaint was closed at the time of the call. Having listened to the call, they said the £50 that should have been credited for the other account will form part of this complaint. Whilst it was not entirely clear, Mr M was told the £50 compensation would not be paid yet and the complaint would be reopened. Having listened to the call, I don't think Mr M was promised £50 compensation as a resolution for this complaint. However, this call was ultimately about compensation payable as a result of a previous complaint. I think the crux of these complaint points are about Vanquis's complaints handling so I cannot consider these complaints further. Vanquis went on to pay Mr M the £30 promised in its final response, which I think was fair in the circumstances.

Other complaints made by Mr M

I note Mr M has noted some other complaints that I'll address briefly here. Mr M said he didn't get a compensation payment reference by email – this is related to Vanquis's complaints handling so I cannot consider this issue but, even if I could, Mr M has been paid compensation so there is nothing further I could usefully require Vanquis to do to resolve that issue.

Because Vanquis closed this complaint prior to Mr M's call on 9 August 2024, it may have taken Vanquis longer to issue a final response. However, I cannot consider a complaint about the delay in issuing a final response as this ultimately relates to Vanquis's complaints handling for the reasons explained above.

Mr M has also complained Vanquis didn't complete promised call backs after Vanquis issued its final response of 24 October 2024. I'm only able to consider events until the date of Vanquis's final response but as Vanquis has provided its contact notes for this date, and hasn't so far objected, I'll comment on this issue. If Vanquis objects to me considering this point in response to my provisional decision, it may be the subject of a new complaint. Assuming Vanquis are happy for me to consider the issue, I don't think it should be upheld. Vanquis's contact notes say Mr M called back before it had completed the call back – so it seems they did intend to call him back, he just got there first. In any event, Mr M is in regular contact with Vanquis's complaints team and discusses his complaints regularly, so any inconvenience was short-lived.

Mr M says he didn't get call backs on and around 28 October 2024 – he was calling as he hadn't yet received compensation for his complaint. A complaint about a delay in paying compensation is about complaints handling and not one I can consider. And complaints about not getting call backs to discuss complaints is also about complaints handling, and I cannot consider this for the reasons set out above. And even if I were to consider the complaint about not being called back, he did get a call back on 29 October 2024, which I don't think was an unreasonable time frame.

In summary, I think I can consider Mr M's complaints about not accessing the app (3), being quoted incorrect figures during his call on 9 August 2024 (6) and background noise in the call whilst discussing his account (8). I'm not minded to uphold complaint 3 as Mr M had alternative ways to make payments if the app didn't work. I'm not minded to uphold complaint 8 as any issues were quickly rectified. For complaint 8, I wouldn't have required Vanquis to pay compensation for the background noise as Mr M was still able to discuss his account – I think an apology was sufficient. However, Vanquis paid Mr M £30 compensation which I think reasonably reflects any upset caused to Mr M for this issue. I'm not persuaded it would be fair or reasonable to require Vanquis to pay further compensation in relation to these complaint points Mr M has made."

Vanquis didn't respond to my provisional decision. In summary, Mr M responded as follows:

- For points 1 and 2, Mr M believes I should consider his points as Vanquis made errors.
- For point 3, Mr M emphasised the inconvenience caused.
- Mr M felt point 4 should be investigated as a serious error occurred.
- Point 5 had never been addressed.
- For points 6-8, Mr M reiterated the seriousness of the errors on Vanquis's part.
- Point 9 should be considered as it was a serious error.
- For points 10 and 11, he was promised £50 as a minimum.
- Mr M reiterated his dissatisfaction with Vanquis's handling of his complaints from 18 October 2024 onwards."

I then went on to issue my provisional findings:

"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've not been persuaded to depart from my provisional decision set out above. However, I'll address Mr M's response to my provisional decision.

I remain of the view I cannot consider points 1, 2, 4 and 10. So whilst Mr M feels strongly about these complaint points, I do not have the power to consider them. As I said in my provisional decision of 2 July 2025, our Service operates under a set of rules published by the Financial Conduct Authority (FCA) and known as the Dispute Resolution (DISP) rules. Amongst other things, the DISP rules detail the activities our Service can consider. DISP 2.3.1R, lists the activities our Service can consider, and complaints handling is not one of them. I can only consider complaints about, or ancillary to, a regulated activity, such as the administration of Mr M's credit card. For these complaint points, Mr M was calling to discuss complaints handling – such as complaints being closed – and the compensation payable for complaints. As the crux of these complaints are about Vanquis's complaints handling, I can't consider them.

For point 3, Mr M was inconvenienced but he had other means to make payments, so I'm not persuaded any error on Vanquis's part requires compensation for the reasons set out in my provisional decision of 2 July 2025.

For point 5, this was considered separately by our service – Mr M was first notified by our Investigator that this point would not be included in this complaint reference on 15 January 2025. Whilst Mr M thinks this issue wasn't properly addressed under the separate at complaint reference, it remains that I can't address it here. But even if this point had been included in this complaint reference, I wouldn't have been able to consider it – Mr M is unhappy a previous complaint reference was closed and, as this relates to complaints handling.

For complaint 6, Mr M says that when he called Vanquis on 9 August 2024, he was quoted incorrect amounts owing on his credit card. For complaint 8, there was also background noise whilst this happened. And this is a regulated activity I can consider as it relates to the administration of the account. I've seen no new evidence that persuades me to depart from my provisional decision and I remain of the view that this error did not require additional compensation. For complaint 7, Mr M says the person he spoke to discussed other things than his complaint – but as the rest of the call was about complaints handling, I can't consider anything further here.

For point 9, Mr M has said it was a serious error this case was closed prematurely and Vanquis didn't address this issue in its final response. However, I'm not able to consider any complaint that Vanquis closed a complaint prematurely as this is about its complaints handling.

For point 11, Mr M was unhappy he didn't get a call back on 18 October 2024 and says this hasn't been properly investigated. He also said Vanquis failed to call him back on 28 and 29 October 2024 to discuss his complaints. Having considered these points afresh, I'm not persuaded I can consider them. Ultimately, a failure to provide call backs to discuss complaints is about potential failings in Vanquis's complaints handling. As these call backs were ultimately related to complaints handling, rather than a regulated activity, I'm unable to consider them for the reasons explained above.

I realise Mr M may feel I've skimmed over his complaint points. However, I hope the above clarifies why I do not think I have the power to consider the majority of his complaints as these are about Vanquis's complaints handling.

I can consider complaint 3 about difficulty making payments with the app on 7 August 2024, complaint 6 about being quoted incorrect figures on a 9 August 2024, and complaint 8 about background noise on that call). And for the reasons explained above, I think the £30 compensation paid by Vanquis was fair in the circumstances."

In response, Mr M said he disagreed with my provisional decision and reiterated his complaint points.

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, my provisional decision of 23 July 2025 remains unchanged – I've been presented with no new evidence or arguments that have persuaded me to change my mind.

I feel my previous provisional decisions addressed what I consider to be the key elements of Mr M's complaint points, in line with the informal nature of our service. I have nothing further to add to my provisional decisions, so I don't intend to repeat them here and refer both parties to my provisional decisions above for my findings.

My final decision

For the reasons explained above, and in my provisional decisions set out above, I do not uphold this complaint,

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 September 2025.

Victoria Blackwood
Ombudsman