

complaint

Mr D complains Vanquis Bank Limited telephoned his partner at work on a number of occasions, and this caused him stress.

our initial conclusions

Our adjudicator didn't uphold the complaint because she couldn't find evidence that Vanquis had actually rung the number in question but even if it had, no confidential information was revealed. Mr D disagrees. He's adamant Vanquis *did* call his partner's workplace and he deserves an apology, because that wasn't right.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've taken on board Mr D's conviction about these phone calls, as expressed in his most recent comments. And so I've looked closely at Vanquis' response and the telephone records it's produced. It's clear to me Vanquis *hasn't* said it didn't ever phone numbers *other* than Mr D's mobile and home numbers (both of which it held at the time with his permission). As well, the records we have don't show the numbers actually called. So although it's true to say, there's no direct evidence of the calls, Mr D shouldn't take from this that we disbelieve him or are saying it couldn't have happened. But I don't need to resolve the issue either way. In my view, it doesn't make any difference to the outcome of the complaint. That's because, realistically, Vanquis could only have got the number in one of two ways. Either Mr D gave it to Vanquis at some point *or* a phone call about his account was made from that number. I know Mr D disputes that either of these things happened but in my view, any other way is simply improbable.

It isn't inherently wrong of Vanquis to use numbers it's noted in this way when trying to contact Mr D about his account. And there's no suggestions Vanquis revealed Mr D's confidential information when someone other than him answered the phone. **My final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr D either to accept or reject my decision before 5 November 2015.

Alison Miller-Varey

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Where evidence is incomplete or contradictory (as it is here in relation to how Vanquis could've got the relevant telephone number) I reach my decision on the balance of probabilities. That is, what I consider is most likely to have happened in the light of the evidence that's available and the wider surrounding circumstances.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.