

complaint

Mr P complains that Vanquis Bank Limited:

- mis-sold him a Repayment Option Plan (ROP)
- continued to offer ROP after he told it to stop
- refused to increase his credit limit
- included interest on his annual statement that it had agreed to refund
- didn't offer him a good level of customer service

background

Our adjudicator didn't recommend that Vanquis amend the annual statement retrospectively. She also agreed that this service can't interfere with the bank's decision not to offer a credit limit increase.

She agreed that this service couldn't consider Mr P's complaint about mis-sale of the ROP because he'd brought it to us out of time. But she did think Vanquis could've done more to stop sending material offering the ROP. And she thought the bank could've given Mr P a better explanation of why it won't increase his credit limit.

Our adjudicator recommended that Vanquis pay Mr P compensation. She suggested £100 but Vanquis didn't agree. It says it gave Mr P the same explanation it gives to all customers when they query the process for increasing their credit limit.

my findings

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

Mr P has raised some new issues since he came to this service. Mr P also accepts what our adjudicator said about the annual statement and some other credit limit items.

Our adjudicator has clearly set out what I will deal with as part of my decision. I think it will be helpful to deal with each point as follows:

security details

Mr P isn't happy with the level of data protection questions Vanquis asks when he calls the bank. Mr P raised this concern after he brought his complaint to this service. But as our adjudicator considered this aspect of his complaint, I can include it in my final decision.

I agree with our adjudicator that Vanquis isn't acting unreasonably when it asks Mr P for his security details each time that he speaks with the bank. I can't require Vanquis to change this process.

jurisdiction

I'm satisfied Vanquis sent a final response to Mr P's complaint about the mis-sale of the ROP in February 2014. The rules that we must follow by law say we can't usually deal with a complaint if it's referred to us more than six months after the date of the bank's final response letter and where the bank objects to us considering it.

In this case, we received Mr P's complaint more than a year after the date of the final response letter. And Vanquis has objected to us considering it. I understand that Mr P says he received further letters from the bank. But I agree that these didn't extend the time to bring his complaint to this service. The letters dealt with other aspects of Mr P's complaint or they clarified the bank's original final response.

I'm able to consider a complaint that is brought to us out of time if I decide there are exceptional circumstances, such as a stay in hospital or bereavement. But I'm not aware of any such circumstances in this case. So it doesn't change my decision.

repeated offers to take out ROP and refusal to increase credit limit

I've dealt with these two aspects of Mr P's complaint together because I find the recommendation that Vanquis pay £100 compensation is fair and reasonable.

Vanquis continued to send Mr P promotional material about the ROP after he'd asked it to stop. I'm satisfied that this caused Mr P unnecessary stress and inconvenience.

Although I can't require Vanquis to increase Mr P's credit limit, like our adjudicator, I agree the bank could've done more to explain why it wasn't able to increase the limit at this time. And the marketing literature that Mr P received led him to believe that he would be eligible for an increase in his credit limit after a fourth statement, if his account was in good order.

Taking the two aspects of Mr P's complaint in to consideration, I find Vanquis should pay Mr P £100 compensation as I'm persuaded that he has suffered some unnecessary trouble and upset.

my final decision

My decision is that I uphold this complaint in part. I direct Vanquis Bank Limited to pay Mr P £100 in full and final settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 February 2016.

Gemma Bowen
ombudsman