

complaint

Mr Y complains that Vanquis has refused to change his address details and that it will not accept payment of his credit card balance until this is done. He says this is a stalling tactic to force him to pay further interest and charges on the account. He would like the charges to be removed.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. He considered that Vanquis had applied the fees and charges in line with the account terms and conditions and had therefore acted reasonably. He noted that the requirement that a change of address be evidenced by original identification was a part of the business' security policies, and not something which this service would generally seek to alter. He also considered that the time taken by Vanquis to investigate Mr Y's complaint was not unreasonable. Mr Y does not agree, saying the identification he sent should have been acceptable and that Vanquis still has not updated his address.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr Y and the business have provided.

I can appreciate that Mr Y is frustrated that despite his efforts, his address details have still not been updated by Vanquis. However, a business is able to set its own policies and procedures in relation to security, and as we are not a regulator, it is not our role to try to change these. Here, Vanquis told Mr Y it would need his change of address request in writing, supported by an original form of identification. Mr Y sent a copy of his council tax invoice, which was not considered acceptable. I do not consider Vanquis has acted unreasonably in insisting on an original document as this is what its security policy requires.

Mr Y has also complained that the fees and charges on his account are excessive, but as these have been applied in line with the account terms and conditions, I find that the bank has acted reasonably. For these reasons, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr Y either to accept or reject my decision, before **15 May 2013**.

signed:

date: 15 April 2013

Catherine Wolthuizen

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

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.