

complaint

Miss T complains that Vanquis Bank Limited:

- increased the interest rate on her account without telling her;
- incorrectly applied an arrangement plan marker to her credit file;
- continues to contact her on a work mobile even though she has asked for this not to happen; and
- cancelled her card without giving any reason.

background

Miss T has raised a number of concerns with Vanquis and accepted compensation in full and final settlement of her complaint in September 2012. She says that this settlement did not address all of her issues and that new problems have since arisen. She says that in the settlement she accepted in September 2012, Vanquis said that the compensation paid was for the total amount of charges plus interest applied to her account. Miss T says that this is not the case and that it only covers the charges. She also says that Vanquis has not responded to her about the arrangement to pay marker on her credit file after she sent it her credit file.

Miss T says that since receiving the final response, Vanquis continues to keep her work mobile as a contact number even though she has asked for this to be removed as it is not only her that has use of this phone. She says that Vanquis can use her personal mobile. Miss T also says that Vanquis cancelled her card without giving her a reason.

Vanquis first said that the complaint was time barred because it was resolved more than six months ago, in September 2012. It then accepted that the issue regarding Miss T's credit file was outstanding. It said that the information on Miss T's file was accurate but it accepted that it should have responded to Miss T about this issue and agreed to pay £125 compensation.

The adjudicator found that Miss T's complaint was time barred apart from her complaint about the marker on her credit file. She investigated this but found that Miss T was not disadvantaged by the information. She did find that Vanquis had not responded to Miss T on this issue and agreed that £125 was fair and reasonable compensation for this.

Miss T agreed that her credit file should not be amended. She did not agree that her acceptance of the settlement in September and the time that had passed meant that she could not pursue her complaint that the interest rate on her account had been raised without her being told. She also did not accept that Vanquis had responded to her request for her work mobile number to be removed from her records or provided her with an explanation as to why her card had been cancelled.

my provisional findings

I issued a provisional decision on this complaint. I concluded, in summary:

- that the interest charges were part of Miss T's previous complaint and so I could not investigate these;
- that I could investigate Miss T's complaint about her card being stopped. I found that Miss T's credit card expired in November 2012 and that Vanquis was entitled to decide not to issue her a new card;
- that Miss T's complaint about her mobile number was about the contact number Vanquis held. It was not about the point addressed by Vanquis in its previous response about its right to contact

Miss T. I found that Vanquis had caused Miss T upset by continuing to make calls to her work mobile after she had asked for this number to be changed.

I found that Vanquis should confirm that it no longer holds Miss T's work mobile number as her contact number and pay her £50 for the upset caused by not removing this number sooner.

- Miss T had agreed to Vanquis' offer to pay £125 compensation for not responding to her about her credit file. She had also accepted that it was best that her credit file was not changed.

Miss T accepted my provisional decision and Vanquis has not responded to it.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The bank hasn't responded to my provisional decision and Miss T has accepted it, so no further information has been provided. Because of this, I find no reason to change my provisional conclusions.

I explained in my provisional decision that I found the £125 offer Vanquis made to Miss T for not responding to her about her credit file was fair and reasonable. I also found that Vanquis should pay Miss T £50 compensation for continuing to use her work mobile number after she had asked for this to be changed and had explained that the number was not unique to her. I found that Vanquis should remove Miss T's work mobile number from its records. I did not find that Vanquis had done anything wrong by not sending Miss T a new card after her card had expired.

Overall, my conclusion remains that Vanquis should pay Miss T a total of £175 compensation. I also find that Vanquis should replace Miss T's work mobile number with a different contact number if this has not already happened

my final decision

My final decision is that I direct Vanquis Bank Limited to:

- pay Miss T a total of £175 compensation; and
- remove her work mobile number from its contact record and replace it with an alternative number agreed with Miss T.

Jane Archer
ombudsman