

complaint

Mr O complains about Vanquis Bank Limited ("Vanquis") over its communication with him when he requested a copy of his agreement.

background

During 2018 Mr O began receiving letters from a debt collection company. These letters referred to a Vanquis account belonging to Mr O.

Mr O contacted Vanquis in mid-2018 and said that he did not recognise the account and could Vanquis send him a copy of the agreement.

Vanquis replied to him in querying what he meant by not recognising the account.

Correspondence continued between Vanquis and Mr O with Vanquis wanting Mr O to confirm whether he had applied for an account. It said that if he had not applied for the account then the business could not send information out to him due to data protection requirements. It said that if Mr O believed that the account was not his then it could open a fraud investigation.

Through the correspondence Mr O repeated his request for copies of documents but did not initially confirm that he had applied for a Vanquis card at any time.

Vanquis maintained that it was not able to send copy documents to him if he had not applied for the account, and it would instead commence a fraud claim.

Over this period Mr O also telephoned Vanquis to discuss the account and was frustrated when staff would not give him information.

Mr O complained to Vanquis.

Vanquis sent Mr O its final response letter in July 2018. This response looked at his concerns regarding being unable to discuss the account without the password, the attitude of Vanquis' staff member who had corresponded by email with him, and the refusal to provide the credit agreement and call recordings.

Vanquis did not uphold the complaint. It maintained its position that it was unable to give out information, including copy documents, if Mr O had not applied for the card. It acknowledged that the email communication with the staff member was repetitive but argued that it was necessarily so because Mr O had not confirmed whether he had applied for the card or not.

Mr O was unhappy with this response and contacted us.

One of our investigators has looked into this matter, and other issues which post-date Mr O's June complaint to Vanquis. These other matters are being dealt with separately so I will not deal with them here.

The investigator set out a view to Mr O that vanquish had acted in line with its policy in not giving out information unless satisfied that it was talking to the legitimate account holder. He therefore did not think that the business had done anything wrong and did not recommend that Vanquis did anything further.

Mr O did not accept that view. He was concerned that Vanquis had delayed in responding to his request for his personal data and recordings of his telephone calls. He therefore did not think that the investigator had fully considered his complaint, and asked for an ombudsman decision.

In the intervening time Vanquis carried out a fraud investigation and concluded that Mr O had applied for the account. It has therefore now provided a copy of the agreement to him, via our investigator.

my findings

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

I should make clear that I am only looking at the issues which were included in Mr O's complaint to Vanquis in June 2018, and which resulted in the final response letter in July 2018. As explained by the investigator, we can only consider complaints which have been raised with the business concerned and which the business has had an opportunity to respond to. Mr O's other concerns will be taken forward separately and I make no comment about the merits of those complaints.

I understand Mr O's concerns and that the communications with Vanquis became circular as Vanquis were not able to give him information until he confirmed he was the account holder, and he was not able to confirm he was the account holder until he saw the contract or otherwise recognised that he had held the account. This would clearly have been frustrating for him.

I do, however, have to look at whether a business has acted wrongly, and whether it has followed a proper process.

Here Vanquis explained early on in the communication that it was unable to discuss account specifics until Mr O confirmed that he had applied for the account.

If Mr O was not sure that he had opened the account then the alternative route was to investigate whether the account had been opened fraudulently, and if so Vanquis would not be able to share information about that account with Mr O.

I acknowledge that the communication by email was frustrating, and could have been approached differently, but essentially I think that the business needed an answer to its initial question before the communication could progress.

As it did not have that answer I do not think it was wrong to not give out further information. Consequently, I agree with the investigator's view and do not uphold the complaint. I appreciate that this will be disappointing for Mr O but I hope that I have explained my reasons and the limited scope that I can consider.

my final decision

For the reasons set out above, I do not uphold Mr O's complaint and do not ask Vanquis Bank Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 15 May 2019.

Laura Garvin-Smith
ombudsman