

complaint

Mr E complains that Tandem Bank Limited has given him an unsatisfactory service.

background

Mr E raised eight points in his complaint. I've summarised them as follows:

Point 1: In October 2018 Mr E closed his bond with Tandem and asked for a closing statement. It ignored his requests.

Point 2: Mr E said Tandem gave him contradictory evidence to that which one of the credit reference agencies (CRA) gave him.

Points 3,4,5,6 and 7 were about how Tandem handled Mr E's complaint: He said Tandem failed to register a complaint when he asked it to do so and it ignored his requests for details of its complaints procedure. He asked it what further information it required to investigate his complaint but it ignored his email. And it then rejected it without all the relevant evidence. It misrepresented the nature of his complaint.

Point 8: Mr E asked Tandem, in writing, to cancel his credit card but it said he had to do this by phone which he thought was unreasonable as this is not a requirement in the agreement he signed.

Tandem said it'd sent Mr E closing statements at the time so it couldn't understand why he didn't receive them. It said it didn't contradict any information the CRA gave Mr E. And it had a duty to report accurate information to the CRAs and that's what it did. It couldn't accept requests to cancel a credit card by email because it needed to verify that the request was being made by the cardholder. So it needed him to phone so it could go through the appropriate security procedure. And it didn't accept any of the points he'd made about its complaints procedure.

Our investigator thought Mr E's complaint about the closing statements should be upheld on the basis that Tandem didn't respond to his chasing emails on 14 November 2018 and 3 December 2018. He didn't think Tandem had done anything wrong in connection with the CRA because it'd reported information accurately even if this contradicted what was said by the CRA. But he didn't think Tandem had done enough to tell him he needed to phone it to cancel his card.

He thought Tandem had dealt fairly with most of the other issues Mr E raised about the handling of his complaint but he didn't think it'd addressed the issue he'd raised about his credit card. In conclusion he thought Tandem should pay Mr E £100 for not following his instructions.

Tandem thought £100 was excessive for not responding to Mr E's emails about his closing statement. Our investigator responded saying that the compensation also included its poor service over Mr E's request to cancel his credit card. But Tandem didn't agree it hadn't told Mr E he had to phone to cancel it.

Mr E said he was prepared to accept £100 as an appropriate amount of compensation. But he made a number of additional points about Tandem's response to the investigator's opinion.

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 E said he accepted our investigator's decision but wanted to make further representations on six out of the original eight points he raised. Three of those additional representations were about Tandem's complaint handling. But I can't tell Tandem how it should deal with and handle complaints. Its complaint handling is not, under our rules, what is called a regulated activity. If Mr E wants to take his concerns further about Tandem's complaint handling procedures further he will need to refer his concerns to the Financial Conduct Authority (FCA).

Regarding point 1 Mr E said he was without his statements for several months due to Tandem ignoring his requests. Regarding point 2 he said Tandem's response to his request was not helpful or appropriate. And regarding point 8 he said Tandem didn't explain to him why he needed to phone to cancel his credit card.

Taking into account all the additional representations from both parties I've come to the same conclusion as our investigator for very similar reasons. Mr E closed his account and wanted a closing statement. Tandem said it sent it out and hasn't had anyone else complain about non receipt of correspondence. I think that's irrelevant. Mr E didn't receive his statement. I can't fairly find that any issue with the postal service was Tandem's fault. But the problem arose after the statement didn't arrive. Mr E emailed Tandem asking it to send the statement out to him. When nothing happened he tried again a few weeks later. Tandem still didn't action his request and so he made a formal complaint. Tandem has now accepted it was at fault by not responding to Mr E's requests but has disputed the amount of compensation suggested. I know it won't agree with me but I think in the circumstances I've outlined and the length of time it took for Mr E to get his closing statement, £100 is fair and reasonable for the inconvenience it's caused.

In response to information from the CRA Mr E told Tandem that if he couldn't increase his credit card limit he wanted to cancel the card. I can't see there was anything wrong with the information Tandem gave Mr E although I can't comment on what the CRA told him.

Tandem pointed out that in its final response it told Mr E to call if he still wanted to cancel his credit card. But I agree with our investigator that it could've made the reasons he needed to do this clearer. However looking at all the circumstances of Mr E's complaint as a whole I think £100 is a fair and reasonable way for Tandem to put things right.

my final decision

My decision is that I uphold this complaint. In full and final settlement Tandem Bank Limited must pay Mr E £100 for the inconvenience it's caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 9 October 2019.

Linda Freestone
ombudsman