

complaint

Mr L complains that Vanquis Bank Limited sent his credit card statement to his son's address instead of to him, which he says is a breach of data protection laws. A letter acknowledging his complaint was also sent to the wrong address.

background

Mr L has a credit card with Vanquis. His son has the same first name as him. In May 2017 Vanquis wrongly updated Mr L's address on its system to his son's address. It is not in dispute that this was an error. By the time this error was corrected, Mr L's credit card statement for that month had been sent to his son's address. As it was addressed to him, his son opened it. Mr L complains that this was a breach of his privacy. He says it is lucky that the statement was only sent to his son and not to someone else, or the consequences might have been worse.

When Mr L complained about this, Vanquis sent the acknowledgement letter to his son's address too. (This is the letter dated 14 June.) In the meantime, his son had independently contacted Vanquis to say that he had received a statement for an account which was not his. As a result, Vanquis blocked Mr L's account and wrote to him to ask him to provide some documents as evidence of his identity and address. He did so, but the acknowledgement letter was sent to his son shortly afterwards.

Mr L's account was reported on his son's credit file. His son brought his own complaint to Vanquis about this, but Mr L was still concerned that his own privacy had been compromised, because anyone could potentially have seen his own information on his son's credit file.

Vanquis apologised to Mr L, corrected his son's credit file, and offered Mr L £50 compensation. It later increased this offer to £100. Mr L did not accept either offer, and said that the only solution to the breach of his privacy would be to make the compromised data out of date by clearing his account balance. Since his balance at the time was around £2,700, Vanquis refused.

Mr L brought his complaint to our Service. But our adjudicator thought that £100 was a fair offer, and did not recommend increasing it.

Mr L did not accept that decision. He argued that Vanquis had broken the law, and that by not punishing Vanquis the adjudicator was condoning illegal activity. He said he had also complained to the Information Commissioner's Office ("ICO"), and he was concerned that Vanquis might cite the adjudicator's decision in its defence to that complaint. So in accordance with our process, the adjudicator referred this complaint to me for an ombudsman's decision.

my findings

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

It's not in dispute that Vanquis sent a statement to the wrong address, and reported the account to the wrong credit file. It is no longer in dispute that it also sent a letter to the wrong

address. So it only remains for me to decide what how much compensation Vanquis must pay Mr L for what went wrong.

My role in this complaint is to determine what would be fair compensation for Mr L's distress or inconvenience. It is not my role to punish Vanquis, and I can't do so, whether by fining it or by ordering it to clear Mr L's account balance. The ICO has a different role, and so it will certainly have its own approach to how it deals with complaints. So I would like to reassure Mr L that whatever I say in my decision will not prejudice his complaint to the ICO, because the ICO will make up its own mind what to do. It won't just agree with whatever I say, or follow my lead. I therefore haven't waited for it to conclude its investigation before issuing my decision. (It won't have been waiting for me.)

I do understand Mr L's concern about his privacy being breached, especially when this was in relation to his financial information, which could of course be useful to fraudsters. However, since my role is to decide on fair compensation rather than punishment, I think I should only attempt to compensate Mr L for what the evidence shows actually happened, rather than what could potentially have happened if things had been worse.

I don't think it was just a lucky coincidence that the statement and the letter were sent to Mr L's son instead of to a random stranger. I think that his son's address was wrongly linked to Mr L's account only as a result of them both having the same name and living in the same area. That's not an excuse, and it should not have happened. But in this regard, I don't share Mr L's worry that it could have been worse.

I can appreciate why the fact that this happened twice was a source of great irritation to Mr L, and undermined his confidence in Vanquis, especially as the second time was just after he had provided his identity documents. I don't regard this as a minor event, but as something which must have increased the emotional impact on Mr L and further inconvenienced him. For that reason I agree with him that the original offer of £50 was not enough.

Although Mr L's account was visible on his son's credit file where others could see it (and this was another error), it was no more public there than it was on Mr L's own credit file. So I don't think that this increased the risk of the information becoming available to fraudsters, or that it breached Mr L's privacy to a greater extent than sending the statement to his son's address had done.

While I recognise that Mr L feels strongly about everything that happened, and I don't blame him for that, I don't think it would be proportionate to tell Vanquis to write off his account balance. I think its offer of £100 is fair.

my final decision

So my decision is that Vanquis Bank Limited must pay Mr L £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 October 2017. If we don't hear from him by that date, then we will assume that he has rejected my decision, in which case he will not be bound by it.

Richard Wood
ombudsman