

complaint

Miss T complains about the level of service provided by Vanquis Bank Limited (trading as Vanquis Bank). She seeks fair compensation for her worry and inconvenience.

our initial conclusions

The adjudicator recommended that the complaint be upheld. Vanquis accepted that it had made an error in not recording Miss T's change of address correctly, resulting in her sensitive information going to the wrong address. It also accepted that it had incorrectly told Miss T that her credit card had been used when this was not the case. He recommended that the bank increase its offer of compensation from £25 to £150. Vanquis responded that it did not think that further compensation was warranted.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss T and Vanquis have provided.

There is no dispute that Miss T has been left worried and distressed by Vanquis' level of service. It accepts that it did not record her change of address correctly, but only one statement and one letter were then sent to the wrong address. Unfortunately, the bank's response to Miss T's complaint contained a typo that led Miss T to believe that her card had been misused. This caused her additional worry and she had much difficulty in contacting the bank to gain an explanation and reassurance. For these reasons, I am not satisfied that Vanquis' offer of £25 compensation is adequate. I agree with the adjudicator's assessment that the bank should increase its offer and pay Miss T an additional £125 for the worry and inconvenience caused to her by its mistakes.

My decision is that Vanquis Bank Limited (trading as Vanquis Bank) should pay Miss T £150 in total in compensation for her worry and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss T either to accept or reject my decision before 2 September 2014.

Phillip Berechree

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.