

### **complaint**

Ms Q complains that Vanquis Bank Limited rang a telephone number she had instructed it to remove from its records. She says the bank discussed her credit card account with her father.

### **our initial conclusions**

The adjudicator recommended that the complaint should be upheld. He concluded that Vanquis should pay Ms Q £150 for distress and inconvenience. Vanquis and Ms Q each disagrees with the adjudicator's opinion. Vanquis says it did not breach data protection. Ms Q says the bank spoke to her father twice.

### **my final decision**

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

I have listened to the call Vanquis made in early February to Ms Q's father's number. I am satisfied from this that Vanquis had already made a call to that number in late January. On balance, I accept that Ms Q had answered the call in January. But I find it likely that her father had been present and she had been unable to hide the fact that a bank was chasing her.

Vanquis has not - as it offered - provided a recording of the January call. I infer that Ms Q asked it not to use that number again. I accept that she was embarrassed when the bank rang in February and told her father that it was still trying to contact her. I note that he asked the bank to delete his number – and it did. I do not consider that Vanquis gave him any account information.

I consider that Vanquis caused Ms Q distress and inconvenience by ringing her father in February. I consider that £75 is fair and reasonable compensation for this.

**For the reasons I have explained, my final decision is that I uphold this complaint in part. In full and final settlement, I order Vanquis Bank Limited to pay Ms Q £75 for distress and inconvenience.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Ms Q either to accept or reject my decision before 10 September 2013.**

*Christopher Gilbert*

*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**

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

#### **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.