

complaint

Mr J complains that Vanquis Bank Limited sent him unnecessary text messages against his wishes. Mr J also complains about the service he received from Vanquis when discussing what'd happened.

background

Mr J has a Vanquis credit card. He's previously complained about receiving a survey by text message and Vanquis said it would stop sending them.

In March 2018 Mr J received a text message from Vanquis that said it'd noticed he hadn't used his credit card. The text message gave details of numbers Mr J could call for a new personal identification number (PIN) or a new card if required.

Mr J complained to Vanquis as he feels he's received a marketing text message. Vanquis responded to Mr J's complaint on 18 May 2018 but didn't agree it'd made an error as it hadn't been able to trace the text message it sent.

On 22 May 2018 Mr J spoke to Vanquis and explained there was a mistake in its final response as it'd been unable to trace the text message he'd received. Mr J was asked to forward the text message and went on to read it out. During the call Mr J asked to speak with a manager and was transferred to a team leader. Mr J complained that he wasn't transferred to the right person and the call ended when the team leader he spoke to refused to transfer him on to anyone else.

Vanquis went on to send Mr J two further text messages in the following months requesting he complete a customer service survey.

Mr J referred his complaint to this service and an investigator looked at what'd happened. They didn't agree Vanquis had sent Mr J a marketing text message in March 2018 but thought the follow up customer service text messages he received shouldn't have been sent. The investigator also felt the service provided during Mr J's calls with Vanquis could've been better so recommended £100 compensation for the trouble and upset caused.

Vanquis agreed to the investigator's recommendations but Mr J has asked for his complaint to be appealed to an ombudsman. As a result, Mr J's complaint's been passed to me to make a decision.

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 J has raised several issues about the information and service he's received from Vanquis. I'm going to begin by looking at the text message he received in March 2018 which caused him to complain. And I think the sensible place to start is whether I agree with Mr J's view that the text message he received was marketing related.

I've read everything Mr J has submitted and listened to his phone calls with Vanquis. I understand Mr J believes the text message was sent as a marketing communication as it wouldn't have been sent to him if he'd been using his account. Mr J has explained he

believes that the text message was sent to induce him into spending but he's not obliged to do that under the terms of the card.

I need to explain our role and what we can do. We don't regulate businesses and don't set the rules under which they operate. Rules about how businesses handle information and communicate with consumers are set by the Information Commissioner's Office (ICO), the regulator. If Mr J is unhappy with how Vanquis has handled his information or communicated with him he has the option of referring his concerns to that body. And whilst we take the rules into account, we're an informal dispute resolution service.

That means we'll look at what's happened and decide the outcome of a complaint based on what's fair and reasonable. We don't punish businesses for errors and can't force them to change the way they operate.

In this case, I've looked at the ICO's guidance to see whether I think the March 2018 text message was marketing related. Having done so, I've not found that it was. I'll explain why.

The ICO guidance I've seen says routine customer service messages do not count as direct marketing. It goes on to clarify that correspondence with customers to provide information they need isn't considered direct marketing. Looking at the information included in Vanquis' text message and taking the ICO guidance into account, I've not found that the text message in March 2018 was marketing related – I think it was a customer service text message. And whilst I appreciate Mr J's opinion that the text message was trying to persuade or induce him to spend on the account, which meant it was a marketing communication, I've not found that's the case.

Vanquis explained to Mr J that the text message was sent to ensure the card and PIN were safe and still available. Vanquis went on to say this was, in part, to protect against risks of fraud. I appreciate Mr J doesn't agree with this explanation, but I think it's reasonable. I'm satisfied Vanquis acted reasonably when sending the text message to Mr J in March 2018 and I'm not persuaded it was marketing related.

Mr J has also raised concerns with the service he received from Vanquis when discussing what happened with it. But I've listened to Mr J's calls with Vanquis and I've not heard any evidence of poor service. I thought the staff members Mr J spoke with were professional throughout. That being said, I agree with the investigator that it could've been made clearer that he was being transferred to a team leader instead of a manager.

And I can understand why Mr J wasn't happy when he received Vanquis' response to his complaint in May 2018 as there was a mistake. It's a shame Vanquis didn't ask Mr J for more information before writing to him about what'd happened.

When Mr J spoke to Vanquis in May 2018 it asked him to send over a copy of the text message but said it couldn't accept it in text form so asked if it could be emailed instead. But as Mr J wasn't willing to do that the call handler listened to him read it out and copied down its contents. I think that was a reasonable compromise and meant Mr J didn't have to take any further action or give Vanquis his email address.

Vanquis sent Mr J two further text messages inviting him to complete a customer service survey. Given the nature of its recent exchanges with Mr J and the previous complaint he'd

made, it's clear he didn't want text messages of this nature to be sent to him so I agree with the investigator's view that this part of the complaint should be upheld.

As I've said above, this service doesn't regulate how businesses communicate with consumers, that's the role of the ICO. But we can look at whether a business has made a mistake and make awards based on the impact on the consumer. In this case, I've considered everything Mr J's said and provided. Whilst I understand how strongly he feels, I'm satisfied £100 fairly reflects the impact of what's happened. So I'm not telling Vanquis to take any further action.

Vanquis Bank Limited has already offered to pay £100 and I think that's fair in all the circumstances.

my final decision

So my decision is that I uphold this complaint and direct Vanquis Bank Limited to pay Mr J £100. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 10 January 2019.

Marco Manente
ombudsman