

complaint

Mr B is unhappy with the response from Vanquis Bank Limited (Vanquis) when he asked it to send him a new card.

background

Mr B contacted Vanquis to send him a new card in 2018. Vanquis told Mr B that as the address he'd given was registered to a public property; it couldn't send him the card to this address.

Mr B complained to Vanquis in December 2018 about its decision not to send him a card to the address he'd requested. Vanquis responded in February 2019. Vanquis explained that the decision not to send the card to the address Mr B had requested was fair. It said that it could arrange to send Mr B a card to an address of his choosing, and a suspension would be placed on his account until Mr B called Vanquis to activate it. Vanquis apologised for not taking into account Mr B's circumstances when the decision not to send the card was made. Vanquis offered £50 in recognition of this.

Mr B was unhappy with the compensation offered by Vanquis and referred his complaint to this service. When sending his complaint to us Mr B said that a new card had been issued to him to a residential address he'd given to Vanquis. The investigator didn't recommend Vanquis pay anymore compensation. Mr B disagreed with these findings, and referred to previous court decisions and legislation in support of his position. As the complaint couldn't be resolved it's been passed to me for 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. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it's affected what I think is the right outcome.

When reviewing the evidence, I've seen that Vanquis and Mr B have provided different information about the complaint circumstances. In his complaint form to us Mr B has said that Vanquis refused to send new replacement card to the address he'd given, but it did later issue a new card to a residential address he provided. Vanquis say that Mr B has been using the same card since July 2018, and no new card has been issued to him since.

When Mr B contacted Vanquis in December 2018, he referred to events that had happened '*recently*'. So I've reviewed the complaint on the basis that Mr B's complaint relates to events that happened around December 2018. Vanquis say Mr B has had the same card since July 2018. Although I haven't seen any evidence to clarify whether a new card was issued to Mr B as he says, I don't think this affects my overall decision on the case.

Mr B's complaint is about Vanquis' decision to refuse to send a card to a public address. Vanquis have explained that the reason for this would've been to protect Mr B from fraud. Although I can understand Mr B's frustrations with Vanquis' decision, I think this decision was fair. Vanquis has a responsibility to protect its customers. I think Vanquis sending Mr B's card to a public address would've increased the risk of fraud happening. So I can see why they didn't agree to do this.

I've seen that in February 2019 Vanquis gave Mr B the option to receive a card by recorded delivery, which Mr B would have to activate once received. From what Mr B had said, he didn't need a new card at this time, because he says a new card had already been sent to a residential address he'd given to Vanquis. But I've still considered whether Vanquis' complaint response to Mr B was fair.

When Mr B contacted Vanquis in December 2018, Mr B's circumstances would've been known to Vanquis. I think it would've been helpful to find out more about his reasons for requesting a new card, and other ways of payment Mr B had access to. I can't see that Vanquis did this. But I think the £50 offered is fair compensation in recognising that Vanquis could've handled things better. Vanquis could've asked more information about Mr B's circumstances, which in turn would've meant that the option to send a card by recorded delivery would've been explained. Because it didn't do this, Mr B didn't find out about this option until February 2019 (by which point it looks like it wasn't an issue for Mr B).

Vanquis has provided statements from November 2018 to May 2019 to show account activity for Mr B's account with it. Vanquis say Mr B has only had one account, and the last card for this account was replaced in July 2018. From review of the statements it looks like this account has been used regularly. I can't see any period during from November 2018 to May 2019 which would indicate that Mr B has been without a card. So it doesn't look like Mr B has been negatively impacted by Vanquis' decision to refuse sending a replacement card.

Mr B says that we should refer to previous court decisions when deciding on his complaint, and has provided examples. I can appreciate Mr B's frustrations with what's happened. But it's not the role of this service to determine a complaint the way a court would do. The decisions that we make are based on what we think is fair and reasonable, but having regard to relevant laws and regulations.

In this case, I think Vanquis could've done more to understand Mr B's reasons for requesting a new card. It doesn't look like this was done until Mr B's complaint was looked at. I think the £50 compensation offered by Vanquis in recognition of how they could've handled things better is fair. So I won't be recommending anymore compensation.

my final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 October 2019.

Neeta Karelia
ombudsman