

complaint

Miss K complains that Vanquis Bank Limited disclosed her personal information to a friend. This resulted in significant distress and inconvenience to her.

background

Miss K was overdrawn beyond her overdraft limit. Vanquis tried unsuccessfully to contact her using the number she'd registered with it. It needed to contact her, so it sent her a text message on another number she'd used to call it once, a few months before. That number belonged to a friend of Miss K, with whom she was no longer in contact. The text didn't refer to Miss K by name. But it quoted the last four digits of her account number, and the amount by which she'd exceeded her overdraft limit. The phone's owner told Miss K's father. Miss K says this caused her serious embarrassment and resulted in tensions within her family.

our adjudicator's view

The adjudicator didn't recommend that the complaint should be upheld. She commented that the text message didn't contain Miss K's name. She said Miss K had provided no evidence of the family problems she said had been caused. But she didn't consider the bank could have foreseen them in any event. The bank used the number as a last resort, after numerous unsuccessful attempts to contact Miss K on her registered number. The text messages were for Miss K's benefit, as she needed to know she'd exceeded her overdraft limit.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Miss K and to Vanquis Bank on 29 November 2013. I summarise my findings:

I understood that Vanquis needed to contact Miss K and she wasn't answering calls. But I didn't consider that when she used her friend's number to phone the bank, she had impliedly given it permission to use that number to contact her in the future. Still less did I consider that Vanquis was entitled to text information about Miss K's financial position to the number. Text messages can be accessed without going through any security.

I appreciated that the text messages didn't include Miss K's name. But Miss K's friend knew she'd used her phone to phone the bank. So I didn't consider it surprising that she realised that the texts related to Miss K's account.

I didn't consider that Vanquis could reasonably have foreseen the full extent of the problems that resulted from the text. But I did think it was reasonably foreseeable that Miss K would be caused some embarrassment if the phone belonged to someone else. So I considered that it should pay Miss K some compensation for the distress and inconvenience she experienced.

Subject to any further representations by Miss K or Vanquis, my provisional decision was that I was minded to direct Vanquis to pay Miss K £150 in full and final settlement of this complaint.

my findings

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

Miss K was happy to accept my provisional decision. But Vanquis said the message was designed to help Miss K maintain her account and to protect her credit history. Miss K didn't mention to it that she was suffering from depression in her correspondence with it. What's more it considers that the complaint was brought with the aim of obtaining compensation from the bank, rather than in a genuine attempt to consider whether the bank had acted inappropriately. Vanquis refers to a suggestion by a representative of Miss K that it could save itself this service's fee if it settled the case.

Having considered the matter further, I can see no reason to depart from my provisional decision. The fact that Miss K was suffering from depression had no bearing on my decision. My reasoning was that Miss K's one-off use of her friend's phone didn't give Vanquis implied permission to use that number to contact her in the future. It sent information about her account in unencrypted form, with the risk that the phone belonged to someone else. I didn't consider that Vanquis could reasonably have foreseen all the problems that Miss K says stemmed from the text. But I did consider that it was foreseeable that it would cause Miss K embarrassment if the phone wasn't hers. That remains my view. I don't find that the attempts to resolve the complaint without the involvement of this service, which Vanquis has referred to, have any bearing on the merits of the case.

my final decision

My final decision is that I uphold this complaint and order Vanquis Bank Limited to pay Miss K £150 in full and final settlement of this complaint.

Juliet Collins
ombudsman