

## **The complaint**

Miss R complains that Vanquis Bank Limited wrongly registered a default in respect of her credit card account and is unfairly pursuing her for money it says she owes.

## **What happened**

Miss R opened a credit card account with Vanquis in 2010. By May 2015 she had stopped making payments and said that, as Vanquis hadn't sent her a copy of an executed credit agreement, it couldn't pursue her for money it said she owed.

Vanquis didn't agree that it had wrongly registered a default or that it was unable to seek repayment from Miss R. It did however offer to write off interest that had accrued since May 2015 - recognising the delay in responding to Miss R's concerns. Miss R thought Vanquis should do more and referred the matter to this service, where, in January 2017, an ombudsman issued a final decision. The ombudsman decided, in summary:

- It wasn't for the ombudsman to declare a credit agreement unenforceable; that was a matter for a court to decide should Vanquis seek to enforce the credit agreement.
- Even if the agreement were unenforceable in court, Vanquis was still within its rights to seek payment and to register a default.
- Miss R had acknowledged the debt on several occasions, and there was evidence of the online application made by Miss R in 2010.
- It wasn't unreasonable of Vanquis to ask for more medical evidence from Miss R, who had said that a medical condition meant that it should write the debt off.
- The refund of interest - totalling £525.66 - was a fair resolution in the circumstances.

Vanquis continued to pursue Miss R for the money it said she owed, and she referred the matter back to this service. Specifically, she said that Vanquis had agreed to write off the debt and that it had mis-stated the amount owing.

One of our investigators looked at what had happened. Vanquis had acknowledged that it has wrongly applied the interest refund and instead of refunding £525.66 it had refunded £252.66 (transposing '2' and '5'); it had corrected that error though. Vanquis had said that it would consider writing off the debt, depending on medical evidence, but it hadn't received sufficient information about Miss R's medical condition. The investigator didn't consider that Miss R had been treated unfairly. Miss R asked that an ombudsman review the case.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Much of what Miss R is unhappy about concerns events before this service considered her complaint and issued a final decision in 2017. We won't usually consider a complaint for a second time, so I'll limit my comments here to events that happened after January 2017.

Miss R says that Vanquis accepted in March 2018 that it had wrongly calculated the refund it agreed by £273. However, I'm satisfied that it's corrected that mistake. That error doesn't mean however that the default on Miss R's credit file is illegal or invalid, as she suggests.

Miss R says too that Vanquis agreed, because of her medical condition, not to pursue the debt it says she owes. But I don't think that is what Vanquis proposed. It has offered to look at reducing or clearing the debt if Miss R provides it with some evidence of her condition. The information she's provided is however very limited - and it certainly doesn't provide Vanquis with sufficient detail to be able to assess, for example, whether Miss R might be able to make reduced payments. Miss R has said too that she hasn't seen a doctor for some time, so it seems likely that even the limited information Vanquis has been given is no longer up-to-date.

The ombudsman who considered Miss R's complaint in 2017 didn't think it was unreasonable of Vanquis to seek further details of Miss R's medical condition, and I don't believe it's unreasonable to do so now.

Miss R's submissions, both to Vanquis and to this service, are quite lengthy. But much of what she's said repeats issues we've already considered. I have limited my comments to the issues which I consider to be most relevant and to events after she first complained to this service. I can assure Miss R that I've considered carefully everything she's told us - even if I haven't expressly commented on it. But my overall conclusion is that I don't believe Vanquis has treated her unfairly.

### **My final decision**

My final decision is that I don't require Vanquis Bank Limited to do anything more to resolve Miss R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 8 September 2020.

Mike Ingram  
**Ombudsman**