

The complaint

Mr N is unhappy that Vanquis Bank Limited didn't send him a Notice of Default before defaulting his account.

What happened

Mr N had an account with Vanquis. He fell into arrears on the account in 2019 and the account was later defaulted by Vanquis.

Mr N wasn't happy about this because he'd never received a Notice of Default from Vanquis. So, he raised a complaint.

Vanquis looked at this complaint. They noted that they had sent a Notice of Default in December 2019. So, they didn't uphold the complaint.

Mr N wasn't satisfied with Vanquis' response, so he referred his complaint to this service. One of our investigators looked at this complaint, but they were also satisfied that Vanquis had sent the Notice of Default when they said they had, so they didn't uphold the complaint either.

Mr N remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

Mr N isn't disputing that his account with Vanquis had fallen into arrears. Rather his complaint is that Vanquis didn't send a Notice of Default to his address before defaulting his account.

Vanquis have provided this service with a copy of the Notice of Default that they sent to Mr N's address in December 2019, and I note that this notice was addressed to Mr N at the address which Mr N has used to correspond with this service.

I understand that Mr N has confirmed that he didn't receive the Notice of Default. But that doesn't necessarily mean that the letter wasn't sent by Vanquis – only that it wasn't received.

In circumstances such as this, where one party is saying that they took an action – in this case, posted a letter – and the other party disputes this, what this service seeks to do is make a decision about what is more likely to have happened, on balance, and in consideration of all the information and evidence we have available to us.

On balance, I'm satisfied that it is more likely than not that the Notice of Default was sent by Vanquis to Mr N in December 2019, and so I won't be upholding this complaint on that basis.

I understand that Mr N might be frustrated with this decision and it is acknowledged that Mr N might not have received the Notice of Default. But it must be noted that this service wouldn't hold Vanquis accountable for the non-delivery of a sent letter, as the delivery of sent post is something over which Vanquis have no control.

I'm aware that Mr N has requested proof that the letter was posted by Vanquis. However, it isn't a requirement that the Notice of Default must be sent by any form of recorded delivery. And given that the letter was sent by standard post there is no proof that can be provided – nor is there any requirement on Vanquis to provide such proof.

And, given that Mr N's account was in arrears, it's not unreasonable to expect that Mr N should have been aware of the potential consequences of continued non-payment toward the account, or to have responded to Vanquis' other attempts to contact him if he had wanted to avoid these potential consequences.

So, it's difficult for me to conclude that Vanquis have acted unfairly or unreasonably here, and it follows that I won't be upholding this complaint or asking Vanquis to take any further action at this time.

I realise that this won't be the outcome that Mr N was wanting, but I hope that he can understand, considering everything I have explained above, why I have reached the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 21 April 2021.

Paul Cooper
Ombudsman