

The complaint

Mr T complains that Vanquis Bank Limited would not assist him to make a loan repayment.

What happened

Mr T says he cancelled his loan payment to Vanquis by mistake which meant he missed required payments from January 2022. He says from February 2022 he tried to contact Vanquis so he could restart the payments but didn't receive the required information to do so. Mr T says he tried to call Vanquis and e-mailed on about 10 occasions. He says he was living abroad and asked Vanquis to provide the information he needed to make payments. Mr T would like an apology and for his credit file to be amended.

Vanquis says the last payment was made in December 2021 and it asked Mr T to call it. It says it can't communicate by e-mail as Mr T wanted and says he could have made the payments by a variety of methods. Vanquis says it sent messages to Mr T's mobile telephone asking him to contact it and tried to call him.

Mr T brought his complaint to us and our investigator didn't uphold it. The investigator thought Vanquis had sent numerous messages to Mr T's mobile telephone and was entitled to pass the debt to a debt collection business when payments were not met.

Mr T doesn't accept that view and says he told Vanquis he had changed his address and telephone number, but it used his old number.

Vanquis says Mr T changed his details online in August 2022 and has no record of an earlier change.

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.

Having done so I have come to the overall view that I don't uphold this complaint.

I'm satisfied this was Mr T's loan and his responsibility to make the required payments. I appreciate Mr T may have mistakenly cancelled his payment to Vanquis but that is not something I can fairly hold Vanquis responsible for. I don't think it clear why Mr T couldn't have simply asked his bank to re-instate the payments or provide him with the account details the previous payments were made to.

I can see from Vanquis's records that it made attempts to contact Mr T via different methods but without response.

I appreciate Mr T says he told Vanquis about his new address and telephone number some ago. I have looked at Vanquis's records and I can't see any evidence of that change. I can see from Vanquis's records that there is a record of a change of details in August 2022. So, I think on balance that Mr T's details hadn't been updated and that Vanquis, having seen its records, made numerous calls as well as attempts to contact him using the details it held.

I accept that Mr T made contact with Vanquis by e-mail. I don't think it clear why Mr T couldn't telephone Vanquis using widely available telephone numbers and speak to its relevant department to make required payments. I don't think Vanquis acted unfairly by deciding to communicate with its customers by other means and think such matters are for Vanquis to decide upon when exercising its commercial judgement.

Overall, I'm satisfied that it's up to Mr T to make the required loan repayments and that Vanquis was entitled to pass the debt to a debt collection agency in circumstances when payments were not made. I'm satisfied that Mr T could have called Vanquis despite the time differences on what I think were widely available telephone numbers. It follows that I don't think Vanquis has made a mistake by reporting the missed payments on Mr T's credit file.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 27 December 2022.

David Singh
Ombudsman