

## **The complaint**

Miss W says Vanquis Bank Limited (Vanquis) were unreasonable to report a default on her credit file and to change her address without her consent.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint Miss W, and I was very sorry to hear about the troubles she has had, but I'm afraid I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

In January 2023 Miss W paid £2,000 towards her credit card debt of £2,321.30, and in March she paid a further £57.61. But as a balance remained, and as no further payments were made, Vanquis defaulted the account in July 2023.

The Information Commissioner's Office (ICO) says when a consumer is at least three months behind with their payments then a default may be registered. So, I don't think Vanquis were wrong to default the account when they did. Vanquis have an obligation to report account activity accurately to the credit reference agencies, so they were right to report the default and payment history.

It's for Vanquis to decide how they run their business and here they have explained that they changed Miss W's address on their system because they were alerted to the change by a credit bureau. I think that was a decision they were entitled to make, especially as on a call Miss W had with them she explained that she was still registered there and paid council tax for that property. I note Miss W has explained that she made a mistake when doing so, but I don't think that means Vanquis were unreasonable to rely on that information.

I can't see that Miss W was disadvantaged as a result. She has explained that she split her time between the two properties, so I think she would have been reasonably aware of the status of the account and that action needed to be taken.

I've reviewed the additional call record from 15 June 2023. That was made after the Notice of Default was sent by the business and on it Miss W explains that she wants to make a promise to pay. The operator explains the balance and Miss W says she'll pay it by the end of the month. I don't think the call suggests the business did anything wrong to later default the account when the payment wasn't received.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 27 February 2024.

Phillip McMahon  
**Ombudsman**