

## **The complaint**

Miss M complains that Vanquis Bank Limited sold her debt.

## **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 M, but I don't think Vanquis need to take any further action here.

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.

It's quite usual for there to be a clause in credit card terms and conditions that allows businesses to transfer a debt to another organisation. Here that was clause B17 that said:

*"We may transfer this agreement, or any of our rights and duties under it, to another person..."*

So, I don't think Vanquis were unreasonable to transfer the debt in June 2023.

When Vanquis provided their final response to Miss M's complaint (2 November 2023) I can't see that they considered, or had been asked to consider, any issues with difficulty making payments through the app. This Service can usually only consider complaints that have either already been considered by the business or that the business have given us permission to consider. If Miss M continues to be upset with any problem relating to app payments with Vanquis, she will, therefore, need to refer that complaint to Vanquis. If she is dissatisfied with Vanquis's response she can then escalate the complaint to this Service.

Miss M is upset that she is receiving a lot of calls from the business who the account was transferred to. It wouldn't be fair for me to consider Vanquis liable for any errors the new business are making. I make no finding about whether that business have made any mistakes as they haven't been given an opportunity to consider any complaint Miss M may now make to them.

**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 M to accept or reject my decision before 24 April 2024.

Phillip McMahon  
**Ombudsman**